VILLAGE OF NORTH PALM BEACH
REGULAR SESSION AGENDA - REVISED

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, SEPTEMBER 12, 2024
6:00 PM

Susan Bickel	Deborah Searcy	Lisa Interlandi	Kristin Garrison	Orlando Puyol
Mayor	Vice Mayor	President Pro Tem	Councilmember	Councilmember

Chuck Huff	Leonard G. Rubin	Jessica Green
Village Manager	Village Attorney	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

APPROVAL OF MINUTES

1. Minutes of the Special Session held July 18, 2024
2. Minutes of the Regular Session held August 8, 2024

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

3. **APPLICANT INTRODUCTIONS FOR RECREATION ADVISORY BOARD**

4. **RESOLUTION** Appointing Members to the Recreation Advisory Board

CONSENT AGENDA

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

5. **MOTION** approving the inclusion of the Village Clerk position in the compensation study.

6. **RESOLUTION** – Approving expenditures with Siteone Landscape, LLC for Fiscal Year 2024 in an amount not to exceed $40,000 for the purchase of landscaping supplies and materials.

7. Receive for file minutes of the Library Advisory Board meeting held 7/23/24.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

8. **1ST READING OF ORDINANCES 2024-14 AND 2024-15 AD VALOREM TAX MILLAGE RATE AND BUDGET** Consider a motion to adopt on first reading Final Ad-Valorem Tax Millage Rate and Approved Fiscal 2024-2025 Village Budget.

9. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2024-13 – FY 2024 COUNTRY CLUB BUDGET AMENDMENT** Consider a motion to adopt and enact on second reading Ordinance 2024-13 amending the adopted Country Club Budget for Fiscal Year 2024 to transfer $328,001 from the Appropriated Net Position Account to the Contractual Services Account to fund the contractual payment to Farmer's Table for the amortized cost of improvements at the Country Club.

OTHER VILLAGE BUSINESS MATTERS

10. **RESOLUTION – ANCHORAGE PARK DRY STORAGE RENOVATIONS CONTRACT** Consider a motion to adopt a resolution approving an Agreement with E&F Florida Enterprises, Inc. d/b/a Creative Contracting Group for renovations to the Anchorage Park Dry Storage Facility and replacement of dog park fencing, gates and posts at a total cost of $415,909; and authorizing execution of the Agreement.

11. **RESOLUTION – LANDSCAPING AND GROUNDS MAINTENANCE SERVICES CONTRACT** Consider a motion to adopt a resolution accepting the proposal submitted by Precision Landscape Company of Palm Beach County, Inc. for landscaping and grounds maintenance service at a total annual cost not to exceed $834,867; and authorizing execution of the Contract.

12. **RESOLUTION – VULNERABILITY ASSESSMENT CONTRACT** Consider a motion to adopt a resolution accepting the proposal submitted by Aptim Environmental & Infrastructure, LLC to develop a Vulnerability Assessment for the Village at a total cost of $58,000; and authorizing execution of the Contract.

13. **RESOLUTION – STORMWATER MANAGEMENT UTILITY ASSESSMENT** Consider a motion to adopt a resolution 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; and authorizing the Mayor to certify the non-ad valorem assessment to the Palm Beach County Tax Collector.

14. **RESOLUTION – COLLECTIVE BARGAINING AGREEMENT WITH PBA** Consider a motion to adopt a resolution approving a Collective Bargaining Agreement between the Village and the Police Benevolent Association of Palm Beach County, Inc.; authorizing execution of the Agreement; and approving and adopting a Take Home Vehicle Policy.

15. **RESOLUTION – COLLECTIVE BARGAINING AGREEMENT WITH IAFF** Consider a motion to adopt a resolution approving a Collective Bargaining Agreement with the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. through September 30, 2027; and authorizing the Village Manager to execute the Collective Bargaining Agreement.

16. **MOTION – VILLAGE MANAGER MERIT INCREASE AND SALARY ADJUSTMENTS –** Approval of a merit increase of 4% for the Village Manager based on the total score of each Councilmember's performance evaluations and any additional salary adjustments based on the compensation study.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

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

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

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

DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JULY 18, 2024

Present:

Susan Bickel, Mayor
Deborah Searcy, Vice Mayor
Lisa Interlandi, President Pro Tem
Orlando Puyol, Councilmember
Kristin Garrison, Councilmember
Chuck Huff, Village Manager
Len Rubin, Village Attorney
Marquetta Fells, Deputy Village Clerk

ROLL CALL

Mayor Bickel called the meeting to order at 6:00pm. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

Mayor Bickel informed Council, Staff, and the Public of two (2) changes to the agenda. A Resolution to approve the Fourth Amendment to the Agreement with Farmer's Table would be added to the Consent Agenda, and the first reading of Ordinance 2024-11 Prohibit Overnight Parking in Swales would be removed from Public Hearings.

STATEMENTS FROM THE PUBLIC

Tom Twyford, 921 Laurel Road, President of the West Palm Beach Fishing Club, informed Council of a new two (2) day fundraising event "Fins and Fairways Team Tournament" being brought to the Country Club on Saturday, August 3. The money raised would be for a charitable foundation. Mr. Twyford stated that Mr. Bowman has been very helpful and also provided insight on a future kid's fishing event at the golf course.

CONSENT AGENDA APPROVED

Mayor Bickel stated that the added Resolution for the Fourth Amendment to the Agreement with Farmer's Table would be discussed at the end of the meeting.

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

RESOLUTION 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.

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.

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.

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.

Receive for file Minutes of the Library Advisory Board meeting held on 5/28/24.

Receive for file Minutes of the Golf Advisory Board meeting held 6/10/24.

Receive for file Minutes of the Recreation Advisory Board meeting held 6/11/24.

PUBLIC HEARING AND QUASI-JUDICAL MATTERS

ORDINANCE 2024-09 - CODE AMENDMENT - COUNCIL COMPENSATION

A motion was made by Councilmember Puyol and seconded by Vice Mayor Searcy to adopt and enact on second reading Ordinance 2024-09 entitled:

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.

Mr. Rubin stated that the ordinance would increase Council's pay. The Mayor's pay would increase from $900 to $1350.00 monthly and the remainder of Council's pay would increase from $750.00 to $1125.00 monthly.

Mayor Bickel opened the public hearing.

John Somadi, 512 Marlin Road, expressed his concerns regarding actions of former Councilmembers. Mr. Somadi recommended that if the ordinance was approved and Council receives a raise that they would move to a new, different, and productive pathway and not follow the same failed policies.

ORDINANCE 2024-09 - CODE AMENDMENT - COUNCIL COMPENSATION *continued*

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

Councilmember Puyol expressed his concerns with increasing the Council's compensation.

Mayor Bickel expressed her feelings towards Council compensation and explained that a raise could assist and encourage residents to run for a seat in the future.

Council ensued in a discussion explaining that the increase of compensation would be for the future Council seat not the present, and also discussed that an increase would possibly promote an interest in residents running for an open seat.

Thereafter, the motion to adopt Ordinance 2024-09 was approved 4 to 1 with Mayor Bickel, Vice Mayor Searcy, President Pro Tem Interlandi, and Councilmember Garrison voting aye, and Councilmember Puyol voting nay.

ORDINANCE 2024-10- CODE AMENDMENT- COUNCIL MEETINGS CANCELLATION PROCEDURE AND ADJOURNMENT

A motion was made by Vice Mayor Searcy and seconded by Councilmember Puyol to adopt on first reading Ordinance 2024-10 entitled:

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 2-17, "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; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the ordinance would move the adjournment time of Council meeting up an hour from 11 p.m. to 10 p.m. since the Council meeting time has changed to begin at 6 p.m. Mr. Rubin also explained that additional changes would give the Mayor the ability to cancel meetings after consulting with the Village Manager.

Debra Cross, 2560 Pepperwood Circle S., recommended that when Council meetings were canceled that the information was easy to find on the Village website.

Thereafter, the motion to adopt on first reading Ordinance 2024-10 passed unanimously.

Mayor Bickel informed the public that item number ten (10) has been deleted and the discussion would ensue in August.

ORDINANCE 2024-12 - CODE AMENDMENT - LIVE ABOARD VESSELS

A motion was made by President Pro Tem Interlandi and seconded by Councilmember Puyol to adopt on first reading Ordinance 2024-12 entitled:

ORDINANCE 2024-12 - CODE AMENDMENT - LIVE ABOARD VESSELS *continued*

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, 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; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the ordinance would amend the Village Code of Ordinances so that the code definition of the term "live aboard vessel" matches the definition set forth in Section 327.02 of the Florida Statutes.

Vice Mayor Searcy requested input from President Pro Tem Interlandi and Chief Jenkins.

President Pro Tem Interlandi explained and discussed her support for the language in the proposed ordinance. President Pro Tem Interlandi emphasized enforcing the code in the Village due to the dangers of derelict vessels.

Councilmember Puyol proposed to remove an abandoned/derelict vessel near Old Port Cove.

Chief Jenkins stated that the Police Department has been working to have the vessel removed.

Thereafter, the motion to adopt on first reading Ordinance 2024-12 passed unanimously.

OTHER VILLAGE BUSINESS MATTERS

RESOLUTION 2024-57 TENTATIVE MILLAGE RATE FY 2024-2025 AND SETTING THE 1ST PUBLIC HEARING

A motion was made by Councilmember Puyol and seconded by Vice Mayor Searcy to adopt Resolution 2024-57 entitled:

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.

Mr. Huff began a presentation on the FY 2025 tentative millage rate and provided a brief description of key components to be discussed during the presentation. Mr. Huff briefly discussed the Capital Improvement Plan including the time line and projects proposed for Fiscal Year 2025. Mr. Huff provided an explanation for the proposed 7.49 millage rate and Fiscal Year 2025 Budget Highlights.

Mayor Bickel clarified for the public the importance and significance of the proposed millage rate also noting no decisions would be made at that time. Mayor Bickel stressed to the audience that the proposed rate cannot be raised higher but could only be lowered from the 7.49 mills.

RESOLUTION 2024-57 TENTATIVE MILLAGE RATE FOR FY 2024-2025 AND SETTING THE 1ST PUBLIC HEARING (*continued)*

Mr. Huff proceeded to explain the Budget Highlights for Fiscal Year 2025 informing Council negotiations were still being done for the Police and Fire Union. Deputy Village Manager Samia Janjua assisted Mr. Huff by providing Council with an explanation for the Fiscal Year 2025 millage rate selection and calculations. Mr. Huff concluded the presentation by providing Council with a proposed Budget Meeting Calendar.

Ron Okolichany, 417 Northlake Dr., discussed the proposed millage rate. Mr. Okolichany provided examples of ways to cut back expenses. Mr. Okolichany discussed the Country Club's funds and expenses, and recommended leasing out services as with the restaurant.

Dr. Hal Bashein, 729 Waterway Dr., expressed his concerns with growth and traffic increases within the Village and also expressed his concerns regarding the Country Club's membership process, funds and expenses.

Mary Romero, 828 Buttonwood Rd., thanked Councilmember Puyol for coming to the west side of the Village. Mrs. Romero discussed vegetation not being picked up for four (4) days, the appearance of the swales around the Village and code enforcement concerns. Mrs. Romero addressed Council regarding taxes explaining some residents can't afford an increase indicating she would join Council for free. Mrs. Romero redirected her comments to the recovery of vegetation and the appearance of the swales in the area. Lastly, Mrs. Romero expressed her concerns regarding different department statuses and vacancies.

Katy Mendoza, Attorney PBCPBA, introduced herself and explained her position, title with Palm Beach County Police Association. Ms. Mendoza thanked Village Staff including Police and Fire for their dedication to safety. Ms. Mendoza discussed the current bargaining negotiations between the Village and Police and Fire Union emphasizing the current trends, current trajectories and adequate funding. Ms. Mendoza thanked the Village Staff for their continuous support.

Councilmember Garrison began by discussing her experience with budget proposals, and suggested that the time should be spent on focusing on key issues and highlighting competitive pay to retain employees. Councilmember Garrison suggested that two additional budget meetings may not be necessary if Council only focused on the key issues.

Vice Mayor Searcy began by stating that residents of the Village live in the best place under the sun. Vice Mayor Searcy stated that compensation should be equal to the level of service expected. Keeping the Village the best place to live under the sun with its many services and amenities requires that its employees be paid fairly and commensurate with the level of services that residents expect.

President Pro Tem Interlandi discussed the current compensation of the Village's First Responders and Public Safety explaining the compensation rate is due to a failure to raise the millage rate in previous years. President Pro Tem Interlandi stated that she did not want to lose services and amenities due to low compensation for employees. President Pro Tem Interlandi made notification of the tentative millage rate being a tentative millage rate and will not exceed higher than the proposed rate of 7.490 mills. President Pro Tem Interlandi concluded the discussion by stating she wants the Village to not only be the best to live under the sun but also the best to work.

RESOLUTION 2024-57 TENTATIVE MILLAGE RATE FOR FY 2024-2025 AND SETTING THE 1ST PUBLIC HEARING (*continued)*

Councilmember Puyol recommended reducing expenses. Councilmember Puyol stated that he agreed that Police and Fire should be adequately compensated. Mr. Puyol discussed the proposed millage rate increase compared to previous years. Mr. Puyol recommended keeping the millage rate at 6.900 mills and redirecting expenses so that Police and Fire employees are adequately compensated.

Mayor Bickel addressed comments and statements by stating that the Village is a service industry that requires employees to service residents. Mayor Bickel stated that some of the payroll increases were due to negotiations with Police and Fire employees but the increase was also because of other employees currently being underpaid and the Village have difficulty hiring and retaining employees in the Building Department. Mayor Bickel stated that the purpose of the meeting was to tentatively set the highest possible millage rate which could be subsequently lowered and that the proposed tentative millage rate of 7.490 was not historically higher than millage rates that were adopted in previous years.

Mr. Huff addressed and explained statements referencing the Country Club and the Enterprise Fund and Mr. Huff explained the ordinance regarding eight (8) cubic yard vegetation recovery.

Council ensued in a discussion regarding the tentative millage rate.

Thereafter, the motion to adopt Resolution 2024-57 passed 4 to 1 with Mayor Bickel, Vice Mayor Searcy, President Pro Tem Interlandi and Councilmember Garrison voting aye and Councilmember Puyol voting nay.

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.

A motion was made by Vice Mayor Searcy and seconded by Councilmember Puyol.

Field Operations Manager Marc Holloway explained the outcome of the work performed by Ranger Construction and the satisfaction of the work performed on the project. Mr. Holloway also elaborated on the precautions taken by Ranger Construction and that staff was very pleased with their work.

Councilmembers stated that they were pleased and satisfied with the work performed by Ranger Construction.

Thereafter, the motion to approve a final payment to Ranger Construction Industries, Inc. passed unanimously.

RESOLUTION 2024-58 AMENDMENT TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR CONSTRUCTION OF NEW WATER RECLAMATION BUILDING

A motion was made by President Pro Tem Interlandi and seconded by Councilmember Puyol to adopt Resolution 2024-58 entitled:

RESOLUTION 2024-58 AMENDMENT TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR CONSTRUCTION OF NEW WATER RECLAMATION BUILDING *continued*

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.

Facilities Manager James Anthony, provided a timeline and overview of the project and the selected architects. Mr. Anthony described the purpose and features of the wash plant such as capturing and reclaiming spilled chemicals, and washing down cement and equipment. Mr. Anthony elaborated on the benefits of the wash plant stating that it would be for the environment and the golf course. The wash plant would also bring the Country Club operations into compliance.

Council discussion ensued.

Councilmember Puyol asked if the proposal was for the actual structure.

Mr. Anthony explained that the proposal was for the design of the reclamation building and provided a cost break-down for each phase of the project.

Discussion ensued between Mr. Bowman and Councilmember Puyol with Mr. Bowman providing a brief explanation on how the final project would be funded, assuring Council that if the project was not done it would cost the Village more in the future.

Thereafter, the motion to adopt Resolution 2024-58 passed unanimously.

RESOLUTION 2024-59 SCHOOL CROSSING GUARD SERVICES CONTRACT

A motion was made by Vice Mayor Searcy and seconded by Councilmember Puyol to adopt Resolution 2024-59 entitled:

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

Human Resources Director Jennifer Cain described the pros and cons of the School Crossing Guard's position, hours and pay rate and stated that the Village has had a history of difficulty in filling the vacancies for those positions.

Ms. Cain explained The Butler Group of South Florida LLC D/B/A Nextaff's reputation and benefits. Ms. Cain also notified Council that the presently employed School Crossing Guards would still be invited to Village events such as the Employee Holiday Party.

RESOLUTION 2024-59 SCHOOL CROSSING GUARD SERVICES CONTRACT *continued*

Council ensued in a discussion with Ms. Cain and Nextaff asking a series of questions with regards to safety and comparisons with surrounding municipalities.

Councilmember Puyol proposed the question/possibility to have Junior Police Offices stand in as School Crossing Guards.

Chief Jenkins advised that junior officer positions were no longer available.

Thereafter, the motion to adopt Resolution 2024-59 passed unanimously.

RESOLUTION 2024-60 SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt Resolution 2024-60 entitled:

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

Mr. Huff stated that Chen Moore & Associates were utilized to provide planning services for the Community Development Department.

Mr. Rubin informed Council that Chen Moore & Associates provided half of the work related to Comprehensive Plan revisions that would be presented in the future.

Thereafter, the motion to adopt Resolution 2024-60 passed with all present voting aye.

RESOLUTION 2024-61 CONVERSION OF TRANSPORT VAN TO MOBILE COMMAND CENTER

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt Resolution 2024-61 entitled:

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

Mr. Huff provided an explanation of the purpose and planned usage of the conversion vehicle stating that the vehicle would be used during the event of unforeseen emergencies. Mr. Huff also advised Council and the public that a $25,000 donation was received for the Mobile Command Center.

Mr. Huff provided clarification that the Mobile Command Center was for any type of emergency and would allow set up anywhere.

Thereafter, the motion to adopt Resolution 2024-61 passed unanimously.

RESOLUTION 2024-62 ATHLETIC FIELD TURF MAINTENACE SERVICES AMOUNT INCREASE

A motion was made by Councilmember Puyol and seconded by Vice Mayor Searcy to adopt Resolution 2024-62 entitled:

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.

Zak Sherman, Director of Leisure Services explained that the purpose of the increase was due to the addition of sodding three (3) baseballs fields and increased turf maintenance at the Community Center.

Council ensued in a discussion regarding the current condition of the turf grass.

Mr. Sherman provided Council information on the appearance and maintenance of the area.

Vice Mayor Searcy stated that by grassing the baseball diamonds, the entire field could be used instead the same spots being used over and over. Utilization could be staggered and would provide a possible cost savings with this method.

Mr. Sherman informed Council that the field was in the works to be used for adult kickball.

Thereafter the motion to adopt Resolution 2024-62 passed unanimously.

RESOLUTION 2024-63 FIRST AMENDMENT TO INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR ACCESS TO COMMON TALK GROUPS

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt Resolution 2024-63 entitled:

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.

Mr. Huff explained the purpose of the Interlocal Agreement with Palm Beach County and stated that the request was to extend the five (5) year contract for an additional five (5) years.

Discussion ensued between Councilmembers, Mr. Huff and Chief Jenkins regarding the purpose of the Interlocal Agreement.

Thereafter, the motion to adopt Resolution 2024-63 was passed unanimously.

RESOLUTION 2024-64 LIBRARY RESTROOMS RENOVATION CONTRACT

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt Resolution 2024-64 entitled:

RESOLUTION 2024-64 LIBRARY RESTROOMS RENOVATION CONTRACT *continued*

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.

Mr. Sherman provided a brief explanation on the current appearance and the future appearance of the restrooms and stated that they were not currently ADA compliant.

Council ensued in a discussion with Mr. Sherman.

Councilmember Garrison stated that she agreed with the proposed selected contractor for the renovation.

Council discussed the look of and ADA compliance of the restroom renovations.

Vice Mayor Searcy proposed to have a gender neutral bathroom or a family bathroom.

Mr. Huff stated that they could ask the contractor for a cost estimate.

Mr. Puyol continued discussion with Mr. Sherman, and recommended re-arranging the look of the restrooms.

Vice Mayor Searcy stated that there should be a bigger discussion on the renovation of the entire Library.

Mayor Bickel concluded that the ADA compliance of the restrooms needed to be addressed and the renovation of the Library can be addressed at a future date.

Mr. Sherman detailed to Council the importance of renovating the restrooms.

Thereafter, the motion to adopt Resolution 2024-64 passed 4 to 1 with Mayor Bickel, Vice Mayor Searcy, President Pro Tem Interlandi and Councilmember Garrison voting aye and Councilmember Puyol voting nay.

RESOLUTION 2024-65 FOURTH AMENDMENT TO THE RESTURANT OPERATOR AGREEMENT WITH FARMER'S TABLE

A motion was made by Councilmember Puyol and second by President Pro Tem Interlandi to adopt Resolution 2024-65 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A FOURTH AMENDMENT TO THE RESTAURANT OPERATOR AGREEMENT WITH FARMER'S TABLE NPB, LLC TO CONDUCT FOOD AND BEVERAGE OPERATIONS AT THE NORTH PALM BEACH COUNTRY CLUB AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE FOURTH AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2024-65 FOURTH AMENDMENT TO THE RESTURANT OPERATOR AGREEMENT WITH FARMER'S TABLE *continued*

Mr. Huff explained that the item was originally scheduled for the July 25, 2024 Council meeting but since that meeting was cancelled they had to rush to get it on the current meeting.

Mr. Rubin gave a history of the agreement between the Village and Farmer's Table that began in 2019. The initial term of the lease was for five (5) years, with automatic renewals for additional five-year periods unless either party provided notice of its intent not to renew at least 180 days prior to the expiration of the initial term. The initial term ends on December 22, 2024. In April of this year, Farmer's Table notified the Village of its intent not to renew and at the Village's request, agreed to an earlier expiration date of September 30, 2024 to allow the Village to have a new vendor in place as soon as possible. The Village has already issued a Request for Proposals for a new food and beverage operator and anticipates a new agreement in August which will provide a sufficient transition time for the new vendor to commence operations on October 1, 2024.

Mr. Rubin continued by discussing the details of the 3rd Amendment, detailing monies that will be due to Farmer's Table. Mr. Rubin stated that the amendment only changes the termination date and would provide payment for half the cost of $656,000 totaling $328,000.78 due to Farmer's Table. All other provisions will remain the same.

Ron Okolichany, 417 Northlake Dr., discussed the terms of Farmer's Table contract, disclosing that due to the lease's early termination date Farmer's Table should not be entitled to the sum of $328,000. Mr. Okolichany recommended using those funds to help with paying Village staff, Police, Fire, Public Works, and First Responders.

Council discussion ensued providing insight on the contract terms and improvements made to the Country Club by Farmers Table.

In closing Council and Mr. Rubin agreed Farmer's Table is rightfully due the money owed due to the transformation that was provided to the space.

Thereafter, the motion to adopt Resolution 2024-65 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Vice Mayor Searcy thanked staff for the July 4 event.

Councilmember Puyol expressed views on saving and spending resident's money.

Mayor Bickel agreed with Councilmember Puyol on saving tax payer dollars and stated that she did not make financial decisions for the Village lightly.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff explained to Council the budgeting exercise that all department heads follow to save costs where possible, and stated that the supply and operating costs have increased.

Mr. Huff recommended continuing the discussion regarding the Business Advisory Board to allow Vice Mayor Searcy to provide her input.

VILLAGE MANAGER MATTERS/REPORTS *continued*

Mayor Bickel asked Ms. Fells how many applications have been received and how many vacancies were on the Business Advisory Board.

Ms. Fells stated that there were six (6) applications and three (3) vacancies

Councilmember Puyol asked if a notice went out to Village business owners regarding the vacancies on the Business Advisory Board.

Mayor Bickel assured Councilmember Puyol the Business Advisory Board notification was sent out with the Business Tax Renewal Notice to all business owners in the Village.

Vice Mayor Searcy stated there were four (4) vacancies and that one (1) out of the five (5) applicants was a Village resident.

Vice Mayor Searcy discussed her thoughts on the Business Advisory Board. Vice Mayor Searcy stated that the needs of home based businesses needed to be met and represented on the Business Advisory Board. Vice Mayor Searcy explained that the board should be given specific tasks, topics, and ideas to discuss since the boards current topics of discussion were already being discussed and accomplished by the Palm Beach North Chamber of Commerce.

President Pro Tem Interlandi and Mr. Huff ensued in discussion with Mr. Huff providing a history of the Business Advisory Board.

Vice Mayor Searcy recommended having an on-call Business Advisory Board to discuss specific items, tasks and topics brought forth by the Village or chair of the board.

Discussion ensued between Mr. Huff and Councilmember Puyol regarding grants and the grant award process.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:13 p.m.

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Marquetta Fells, Deputy Village Clerk

***DRAFT* MINUTES OF THE REGULAR SESSION**
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
AUGUST 8, 2024

Present:

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

ROLL CALL

Mayor Bickel called the meeting to order at 6:00 p.m. All members of Council were present. All members of staff were present.

PLEDGE OF ALLEGIANCE

Vice Mayor Searcy led the public in the Pledge.

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

Mayor Bickel stated that the Proclamation for Florida Water Professionals Month would be removed from the agenda and would be presented at the Council meeting scheduled for August 22nd and Item #13 would be moved and heard before the Consent Agenda.

APPROVAL OF MINUTES

The Minutes of the Regular Session held on June 27, 2024 were approved as written.

STATEMENTS FROM THE PUBLIC

Walter Eckler, 2671 Lorraine Court, expressed his concerns regarding the absence of a storm drain on Lorraine Court. Mr. Eckler asked for an update on the the storm drain assessment and asked when or if a storm drain would be installed on Lorraine Court.

Tim Hullihan, 840 Country Club Drive, spoke about architectural innovation and expressed the importance of utilizing architectural innovation with any new development.

Judith McInnes, 961 Lighthouse Drive, expressed her concerns regarding resident parking and residents receiving parking citations for parking along the street near Lakeside Park.

STATEMENTS FROM THE PUBLIC *continued*

Mary Phillips 525 Ebbtide Drive, read a report written by Environmental Committee member Juliette Desfeux regarding green building requirements and the Environmental Committee's recommendation of incorporating third-party green building certification requirements for future developments within the Village.

INTRODUCTION OF BUSINESS ADVISORY BOARD APPLICANTS

The following applicants were introduced to the Village Council:

Norma Mirsky
James Sebree
Donna Carbone
Brenda Robinson
Mimi McAndrews

The following applicants were unable to attend the meeting:

Patrick Tighe
Chad Chitwood

CONSENT AGENDA APPROVED

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

Receive for file Minutes of the Waterways Board meetings held 4/23/24, 5/28/24 and 6/18/24.

Receive for file Minutes of the Environmental Committee meeting held 5/28/24.

Receive for file Minutes of the Development Review Committee meeting held 6/12/24.

Receive for file Minutes of the Library Advisory Board meeting held 6/25/24.

RESOLUTION 2024-66 – APPOINTING MEMBERS TO THE BUSINESS ADVISORY BOARD

By written ballots, the originals of which are attached to the minutes of record, the Council appointed members to Business Advisory Board, as follows:

Patrick Tighe, Mimi McAndrews, Brenda Robinson and James Sebree.

A motion was made by Councilmember Puyol and seconded by Vice Mayor Searcy to adopt Resolution 2024-66 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING MEMBERS TO THE BUSINESS ADVISORY BOARD; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Thereafter, the motion to adopt Resolution 2024-66 passed unanimously.

COUNTRY CLUB RESTAURANT FOOD AND BEVERAGE OPERATOR SELECTION

Mr. Huff gave a brief overview of the history and process undertaken to rank and select a food and beverage operator for the North Palm Beach Country Club. Mr. Huff indicated that the Village received four (4) proposals from food and beverage operators.

COUNTRY CLUB RESTAURANT FOOD AND BEVERAGE OPERATOR SELECTION *continued*

On July 15, 2024 all responses were reviewed by the Village's Food and Beverage Operator Selection Committee and they created a shortlist of two (2) of the food and beverage operators. The Selection Committee ranked the firms as follows:

1. Lessing's Inc. d/b/a Lessings Hospitality Group
2. MLM Food Group LLC

MLM Food Group and Lessings Hospitality Group each gave a presentation for food and beverage operator services at the North Palm Beach Country Club.

Questions, answers, and discussion took place between Council and each of the vendors.

Deborah Cross, 2560 Pepperwood Circle S, stated that North Palm Beach was unique and recommended that the food and beverage operator that is chosen understands the uniqueness and the specific needs of the residents and the community.

Discussion ensued between Councilmembers regarding the food and beverage operator presentations and which vendor would best fit the Village's needs at the Country Club.

Thereafter, a motion was made by Councilmember Garrison and seconded by Vice Mayor Searcy to accept the ranking by the Selection Committee for the Food and Beverage Operator at the North Palm Beach Country Club and authorizing the Village Manager and Village Attorney to commence negotiations with Lessing's Inc. d/b/a Lessings Hospitality Group.

DECLARATION OF EX-PARTE COMMUNICATION

Mayor Bickel, Vice Mayor Searcy and President Pro Tem Interlandi disclosed that they had spoken with residents and the applicants regarding Item #11, the first reading of the ordinance for the Village Place Planned Unit Development.

PUBLIC HEARING AND QUASI-JUDICAL MATTERS

ORDINANCE 2024-10 – CODE AMENDMENT – COUNCIL MEETINGS CANCELLATION PROCEDURE AND ADJOURNMENT

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt and enact on second reading Ordinance 2024-10 entitled:

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 2-17, "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; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin stated that the ordinance passed on first reading at the last Council meeting and explained that the ordinance would establish a procedure allowing the Mayor to cancel meetings after consultation with the Village Manager and would also move up the adjournment time of meeting by one hour to 10:00 p.m.

ORDINANCE 2024-10 – CODE AMENDMENT – COUNCIL MEETINGS CANCELLATION PROCEDURE AND ADJOURNMENT *continued*

Mayor Bickel opened the public hearing on Ordinance 2024-10.

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

Vice Mayor Searcy recommended revising the ordinance to have the option of extending the adjournment time of the meetings by thirty (30) minutes.

Discussion ensued between Mr. Rubin and Councilmembers regarding the option to revise the ordinance to add one (1) thirty (30) minute extension to the meeting adjournment time.

A motion was made by Vice Mayor Searcy and seconded by President Pro Tem Interlandi to amend Ordinance 2024-10 to include one (1) thirty (30) minute extension to the adjournment time of Council meetings which must be voted on and passed by majority vote.

Thereafter, the motion to adopt and enact on second reading Ordinance 2024-10 as amended passed unanimously.

Mayor Bickel passed the gavel to Vice Mayor Searcy and momentarily left the meeting at 7:31 p.m.

ORDINANCE 2024-11 – CODE AMENDMENT – LIVE ABOARD VESSELS

A motion was made by President Pro Tem Interlandi and seconded by Councilmember Garrison to adopt and enact on second reading Ordinance 2024-11 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, 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; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin stated that the ordinance passed on first reading at the last Council meeting and explained that the ordinance would amend the Village Code so that the code definition of the term "live aboard vessel" matches the definition set forth in Section 327.02 of the Florida Statutes.

Vice Mayor Searcy opened the public hearing on Ordinance 2024-11.

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

President Pro Tem Interlandi asked for clarification between the language of the ordinance on the staff memorandum and the language in the ordinance.

Mr. Rubin explained that the language in the ordinance was the correct language.

Thereafter, the motion to adopt and enact on second reading Ordinance 2024-11 passed unanimously.

Mayor Bickel returned to the meeting at 7:32 p.m.

ORDINANCE 2024-12 – VILLAGE PLACE PLANNED UNIT DEVELOPMENT

A motion was made by Councilmember Puyol and seconded by Vice Mayor Searcy to adopt on first reading Ordinance 2024-12 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, CREATING THE VILLAGE PLACE PLANNED UNIT DEVELOPMENT WITHIN THE C-3 REGIONAL BUSINESS ZONING DISTRICT AND APPROVING A MASTER SITE DEVELOPMENT PLAN AND MASTER PHASING PLAN ON 13.155 ACRES OF REAL PROPERTY LOCATED AT THE NORTHWEST CORNER OF PALMETTO DRIVE AND U.S. HIGHWAY ONE, AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR DEVELOPMENT OF THE PROPERTY IN ACCORDANCE WITH THE PLANS AND THE CONDITIONS REFERENCED IN THIS ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Caryn Gardner-Young stated that the applicant would give a presentation.

Harvey Oyer on behalf of the applicant and property owners NP Devland Holdings, LLC, NP Devland North, LLC and NP Devland East, LLC, began a presentation regarding the applicant's request for approval of a Special C-3 Planned Unit Development of four (4) parcels of real property totaling 13.155 acres located at the northwest corner of Palmetto Drive and U.S. Highway One. The site would be a redevelopment of the project that was once known as the Twin City Mall.

Mr. Oyer explained that the request was for approval of a Special Planned Unit Development Master Plan and a condition of approval clarifying maximum building heights. Mr. Oyer reviewed and explained the purpose of the Master Plan and the components of the Village Place Master Plan. Mr. Oyer discussed the Owner/Developer Nadir Salour's proven project leadership with thirty-eight (38) years in Palm Beach County real estate development history and who has developed notable award-winning projects throughout Palm Beach County. Mr. Oyer discussed the experience of the Design Team for the proposed project which included himself as the Land Use Attorney from Shutts & Bowen, a Landscape Architect/Planner from 2GHO, an Architect from Gensler, a Civil/Traffic Engineer from Simmons & White, platting services from Keshavarz & Associates and surveying services from Lidberg Land Surveying. Mr. Oyer reviewed the Twin City Mall history, explained and showed the municipal/project boundaries indicating the Town of Lake Park's boundary and the Village of North Palm Beach's boundary. Pictures of the current condition of the property were displayed. Mr. Oyer stated that the vision for revitalization for the project included a mixed-use concept, would be harmonious and complimentary with approximately 30% open space, a large civic space, enhanced landscaping, substantial retail, pedestrian friendly and would be easily accessible to the community.

Mr. Oyer continued the presentation and reviewed and discussed the following topics:

- Community-Focused Civic Space Potential Uses
- Village of North Palm Beach Citizen's Master Plan Report regarding the Northlake Promenade Shoppes (formerly Twin City Mall) published October 2016. The concept plan demonstrates "the qualities that could create an exciting new lifestyle center for this portion of the Village."
- Village Place Consistent with North Palm Beach Citizen's Master Plan Report
    - Interconnected system of walkable blocks and small streets
    - Buildings line streets and face parks and open spaces

ORDINANCE 2024-12 – VILLAGE PLACE PLANNED UNIT DEVELOPMENT *continued*

  - A mix of building types is provided including town houses, low-rise multi-family, high-rise multi-family, retail and mixed use.
  - Parking is provided on-street, in garages and behind buildings.
  - Transitions to the adjacent area are designed to be harmonious.
  - Redevelopment is equitable divided between the two municipalities.
- Threshold for Use of the Special Provisions of the C-3 District
  - The development parcel includes a minimum of 5 contiguous acres of land. The site is a total of 13.155 acres.
  - The project provides a minimum of one-half (1/2) acre for a civic space within the project site. "Civic space: shall be defined as an open space that is dedicated for public use including all adjacent pedestrian amenities. Civic Space = 1.36 acres. Total Open Space = 3.53 acres.
  - To achieve a mixed-use project, a minimum of 90,000 square feet of the total project development shall be allocated to non-residential uses. Village Place non-residential use: Minimum – 90,000 square feet; Maximum – 132,224 square feet.
  - The project provides additional public benefits in the form of enhanced landscaping, the creation of a functional living, shopping and/or working environments, or innovative architectural design.
    - ❖ Enhanced landscaping
    - ❖ Paver walkways in all civic spaces
    - ❖ Outdoor art/fountains
    - ❖ Awnings or canopies at outdoor dining areas
    - ❖ Minimum of 8 seating areas in civic sites
    - ❖ Golf cart / EV accommodations
- Master Plan Submittals for the Village of North Palm C-3 Regional Business District
  - Proposed master site development plan is sufficiently detailed to show the approximate locations of the buildings, parking area, and stormwater management facilities.
  - The plan shall show the exact locations of all access points to public streets and to any abutting land zoned C-3, whether in Lake Park or North Palm Beach.
  - The master plan shall also include intensity of each use, maximum floor area ratio (FAR), and building heights. The master plan may include phased development.
- Public Benefits
  - Significant new retail/restaurant options
  - Outdoor art, seating areas, awnings
  - Regular activity programming
  - Hidden podium-style, free parking
  - Bike/golf cart/EV accommodations
  - Privately funded project (not seeking public funding)
  - Increased property values in area
  - Millions in new tax revenues for NPB

Mr. Oyer continued with the presentation by discussing and reviewing the remainder of topics:

- Current Economic Environment
- Ad Valorem opportunity for North Palm Beach
- Village Place could significantly increase North Palm Beach revenues

ORDINANCE 2024-12 – VILLAGE PLACE PLANNED UNIT DEVELOPMENT *continued*

Mr. Oyer presented a development comparison of the proposed Village Place and the Nautilus development as follows:

	VILLAGE PLACE	NAUTILUS
Site Area	13.155 Ac.	2.78 Ac.
Max. Bldg. Ht.	120' US Hwy. 1	250' US Hwy. 1
Max. FAR	2.75 Total	6.80 Total / 2.0 Non-Residential
Max. Floors	9 on US Hwy. 1	23 on US Hwy. 1
Setbacks	25' US Hwy. 1	10' US Hwy. 1
	242' Northlake Blvd.	10' Cypress and Bayberry
Uses	Residential, Retail/Commercial	Residential, Retail/Restaurant/Office

Mr. Oyer introduced George Gentile, Land Planner for the proposed project. Mr. Gentile reviewed and presented depictions and drawings of the Master Plan, Master Plan Submittals for the Village of North Palm Beach C-3 Regional Business District which included a Traffic Impact Statement, Master Plan Phasing and Conceptual Landscape Plan. The Conceptual Landscape Plan would have perimeter buffers that will exceed code, civic space/common areas would be landscaped to create an environment of shade and esthetics to match the exceptional architecture of the project, street trees will line all public and private roads. Enhanced quantity and sizes of landscape materials along public right of ways would include a 20% increase for the minimum tree height and buffer tree spacing, 17% increase for shade tree height and 25% increase for the palm tree clear trunk. Detailed landscape plans would be provided at the time of site plan review.

Mr. Oyer continued the PowerPoint presentation by reviewing and discussing community engagement, meetings that took place with Homeowner's Associations, and community support. Mr. Oyer concluded by stating that the proposed Village Place project was consistent with the Village's Comprehensive Plan, conformed with the Village's Code of Ordinances, complied with provisions of the C-3 Regional Zoning District, Village staff found the proposed application was consistent with measurable Village code requirements and the Joint Planning & Zoning approved the Master Plan request on May 8, 2024. Mr. Oyer played an animation of what the proposed Village Place project would look like when completed.

Mr. Oyer stated that the applicant needed clarification on the height of the proposed project. Mr. Oyer stated that it was his understanding that if the applicant met the C-3 Planned Unit Development requirements, that the applicant would be entitled to the height. Mr. Oyer stated that it needed to be clear what height would be allowed for the project in order for the applicant to proceed or not to proceed with the project.

These residents addressed the Council with their concerns regarding the proposed Village Place Planned Unit Development:

Margo Keck, 100 Shore Court, #203
Bill Hipple, 539 Captains Road
Deborah Cross, 2560 Pepperwood Circle, S
Ron Okolichany, 417 Northlake Drive
Mary Phillips, 525 Ebbtide Drive

These residents expressed their support of the proposed Village Place Planned Unit Development:

Susan Wood, 100 Shore Court
Cynthia Fink, 21 Yacht Club Drive, #106
Robin Sabow, 11230 U.S. Highway 1
Kathleen Candlish, 120 Lehane Terrace
Bernadette Opton, 505 Lighthouse Drive
Noel Martinez, 5520 PGA Boulevard
Dave Aiken, 107 Cruiser Road, N
Martha Andres, 732 Tradewind Drive

ORDINANCE 2024-12 – VILLAGE PLACE PLANNED UNIT DEVELOPMENT *continued*

Councilmember Garrison asked that Mr. Rubin give his opinion on the maximum height and floor area ratio.

Mr. Rubin explained that when the ordinance was drafted, it was expressed as maximums of 2.75 FAR and fourteen (14) and nine (9) story heights depending on the location, but it was clear that they were maximums, not entitlements. Due to the public benefits, staff had taken the position that height would be determined during the site plan process. Mr. Rubin stated that the applicant and representatives for the applicant have expressed that in order to obtain financing for the project, there would need to be a finality or commitment as to what heights the Council would accept. In order to do so, the Council would need to determine if there were adequate public benefits to justify the heights that Council is willing to accept.

Councilmember Garrison stated that based on her experience as a professional planner, she felt comfortable with what she heard that night concerning the proposed project. The traffic performance standards were very strict and the proposed project met all of the criteria. The Council needs to consider the economic impacts of the proposed project. The commitment of the developer to put in the infrastructure up front was important. Councilmember Garrison stated that she was not afraid or concerned with height and density because it can be used as a tool as well as mixed use development which could mitigate negative impacts of development.

Vice Mayor Searcy stated that she was a Business Professor and understood that with business there are trade-offs and what the residents want were more places to shop, dine and gather. All of those public amenities such as a larger civic space than City Place would not come without a trade-off such as height. Vice Mayor Searcy stated that the project would give the Village a large tax benefit without impacting the Village's single family homes and it would provide green benefits. Vice Mayor Searcy stated that the Village's tax base was in need of diversification and the millage rate was being raised in order to keep the benefits that residents were currently receiving such as five (5) day a week garbage service. New developments would subsidize such benefits.

Vice Mayor Searcy stated that the developer was a good developer who has taken the time to meet with residents and has been forthright with his plans. Vice Mayor Searcy stated that the project would keep the Village as a family friendly place where there would be additional public and community events that would provide a public benefit without hiring more Village staff. Vice Mayor Searcy concluded by stating that she was willing to accept the proposed height of the project for the public benefit that it would provide and she was comfortable with giving the developer a guaranteed height in order for them to move forward with financing for the project.

Mayor Bickel stated that the proposed project was beautiful and that she welcomed additional tax revenue but she was not comfortable with nine (9) stories on U.S. Highway 1. Mayor Bickel stated that she may be comfortable with the fourteen (14) stories on the interior of the property but not nine (9) stories along the outside. Mayor Bickel stated that she was in support of the majority of the project, but would need the proposed nine (9) stories to be changed to a lower level of height.

President Pro Tem Interlandi stated that she was born and raised in North Palm Beach and frequented the Twin City Mall. President Pro Tem Interlandi stated that the property has been very different from when it was the Twin City Mall in that it was no longer a place could go to really enjoy.

ORDINANCE 2024-12 – VILLAGE PLACE PLANNED UNIT DEVELOPMENT *continued*

President Pro Tem Interlandi stated that the project needed to be taken from where the Village code currently stood. The code that applies to the proposed project was already adopted. The Village is required to apply that code when evaluating the project and there is no other option. President Pro Tem Interlandi explained the requirements of the code stating that it is required that the height, density and floor area ratio be included in the Master Plan. President Pro Tem Interlandi stated that she was not interested in approving a Master Plan that evening with a height and density that the Council was not willing to accept.

President Pro Tem Interlandi explained that the current Council needed to come to an agreement on what they would allow for the proposed project. Otherwise a future Council could come back and approve something with more height and density because the code allows a maximum height of fourteen (14) stories and a 2.75 FAR. President Pro Tem Interlandi expressed that the current Council needed to decide what they want to go forward as the project and limit the project accordingly. President Pro Tem Interlandi stated that she did not have an issue with giving the developer certainty on what would be allowed in order for them to move forward with the project. President Pro Tem Interlandi stated that Mr. Oyer's explanation of the traffic was correct in that the County doles out the traffic on a first come first serve basis. President Pro Tem Interlandi stated that over time traffic cannot be controlled as the population continues to grow.

Councilmember Puyol stated that he recently watched the May 8th joint meeting of the Lake Park and North Palm Beach Planning and Zoning Boards. Councilmember Puyol stated that the Village's Planning, Zoning and Adjustment Board's members were residents and volunteers and their recommendations and vision of what the proposed project should look like must be taken into consideration. Councilmember Puyol read the resulting vote of the May 8th meeting and reiterated that the Council should make their decision based on the resulting vote.

Mr. Huff stated that new development was taking place in the surrounding areas. Mr. Huff stated that he believed that the developer, Council and residents could come to a reasonable conclusion or happy medium for the proposed project.

Mr. Oyer began with a rebuttal to previous statements. Mr. Oyer thanked Council for their thoughtful dialogue but respectfully disagreed that the developer brought a Master Plan before Council that gives the required civic space and all of the other criteria which is the gift to the Village, but the developer must accept no benefit of the bargain. Mr. Oyer reviewed all of the extra criteria that the developer was meeting. Mr. Oyer stated that the developer needed to walk out with an agreement. Mr. Oyer stated that if Council could not reach an agreement with the developer and the project was not what they wanted for the community, the developer would be disappointed but would have to walk away from the proposed project. Mr. Oyer stated that instead of the type of project the developer is proposing, there will be box space storage or garden type apartments that would be placed on the property.

Vice Mayor Searcy stated that a hotel was indicated in the Master Plan and asked what would happen if the developer could not find a hotel.

Mr. Oyer stated that a hotel was a permitted use and the project would be market driven. Mr. Oyer explained that phases of the project may change over time based on the economy and the market. The uses were proposed likely uses based on the market.

ORDINANCE 2024-12 – VILLAGE PLACE PLANNED UNIT DEVELOPMENT *continued*

Discussion, questions, and answers continued between Mr. Oyer, Nadir Salour, and Councilmembers regarding the proposed project.

President Pro Tem Interlandi stated that she strongly supported making a decision that night on how many stories the Council would accept and detailed her reasons why.

Discussion continued between Mr. Oyer and Councilmembers on different options for the proposed project.

Discussion ensued between Councilmembers regarding which heights they would be comfortable with for the proposed project.

Discussion ensued between Mr. Oyer and President Pro Tem Interlandi regarding the recommendation of the Planning, Zoning and Adjustment Board and the requirements of the Village code and the Master Plan.

Vice Mayor Searcy stated that she was in approval of the heights presented by the developer because she wanted all of the public benefits that would come with the proposed project at those heights.

Councilmember Garrison stated that she liked the idea of a tiered building along U.S. Highway 1.

President Pro Tem Interlandi recommended a larger setback for the upper story setback along U.S. Highway 1.

Mr. Huff clarified that he understood that the majority of Council was willing to accept the fourteen (14) stories of the interior building, but wanted to revise the stories of the outer building that ran alongside U.S. Highway 1.

Mayor Bickel stated that she would prefer for the developer to go back and discuss the options with their consultants and bring those options back to Council for consideration at the next meeting.

Mr. Salour asked if they could limit the stories alongside U.S. Highway 1 from nine (9) stories to eight (8) stories with an increased setback above the fourth story.

Discussion continued among the Council on how to proceed with the agenda item.

A motion was made by Councilmember Garrison and seconded by President Pro Tem Interlandi to continue the first reading of Ordinance 2024-12 Village Place Planned Unit Development to the next Council meeting scheduled on August 22, 2024.

Thereafter the motion passed unanimously.

ORDINANCE 2024-13 – CODE AMENDMENT – IMPACT FEES

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt on first reading Ordinance 2024-13 entitled:

ORDINANCE 2024-13 – CODE AMENDMENT – IMPACT FEES *continued*

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE VI, "IMPACT FEES;" PROVIDING FOR AN INTENT AND PURPOSE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR DEFINITIONS; PROVIDING FOR THE IMPOSITION OF IMPACT FEES; PROVIDING FOR THE ESTABLISHMENT OF TRUST FUNDS; PROVIDING FOR THE USE OF FUNDS COLLECTED, ACCOUNTING, AND REPORTING; PROVIDING FOR CREDITS; PROVIDING FOR REFUNDS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Gardner-Young explained the purpose of the ordinance. Ms. Gardner-Young explained the purpose of impact fees and stated that in order for the Village to assess impact fees, an ordinance must be adopted that meets a series of requirements identified in the Florida Impact Fee Act of the Florida Statutes. Mrs. Gardner-Young stated that Mr. Walter Keller would present an impact fee study.

Due to the time of the meeting reaching 9:59 p.m., a motion to extend the meeting was made by President Pro Tem Interlandi and seconded by Vice Mayor Searcy. Thereafter the motion passed unanimously.

Mr. Keller introduced himself and began a presentation regarding the impact fee study that was conducted. Mr. Keller discussed the impact fees and the process for incorporating them.

Discussion ensued between Councilmembers, Mrs. Gardner-Young and Mr. Keller regarding the impact fees and what percentage of the maximum fees presented in the Mr. Keller's report would be charged.

Deborah Cross, 2560 Pepperwood Circle S., asked for clarification on the impact fees for single family homes versus multi-family homes.

Mr. Keller clarified that the impact fees were charged per unit on a multi-family dwelling.

A motion was made by Councilmember Garrison to adopt on first reading Ordinance 2024-13 accepting the impact fee study presented by the consultant and amending the rates in the ordinance to 95% of the maximum fees presented in the impact fee study.

Thereafter, the motion to adopt on first reading Ordinance 2024-13 as amended passed unanimously.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff announced that the Anchors Away Fishing Tournament was taking place on Saturday, August 10.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 10:09 p.m.

_____

Jessica Green, MMC, Village Clerk

SEPTEMBER 12, 2024 APPLICANT INTRODUCTIONS FOR RECREATION ADVISORY BOARD

NAME	BOARD
Richard Blankenship	Recreation Advisory Board
Jason Frogge	Recreation Advisory Board
Tim Jenkins	Recreation Advisory Board
Karen Paxton	Recreation Advisory Board
Bobby Puyol	Recreation Advisory Board

Green Jessica

From: noreply@civicplus.com
Sent: Thursday, May 9, 2024 1:59 PM
To: Green Jessica
Subject: Online Form Submittal: Board Application Form

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Board Application Form

Step 1

Personal Information

Please Note	Application for Appointment (PDF)
Date	5/9/2024
First Name	Richard
Last Name	Blankenship
Home Address	312 Southwind Dr.
Address2	Unit 109
City	North Palm Beach
State	Florida
Zip	33408
Primary Phone Number	7722855700
Email Address	r.blanken50@gmail.com
Village of NPB Resident	Yes
Residency	Year-Round Resident
Length of residency in NPB	8 years
Registered Voter	Yes

Personal Information

Board and Committee Information	Summary of Board and Committee requirements and duties
Board or Committee	Recreation Advisory Board
Alternate Board or Committee	*Field not completed.*
Why are you interested in serving on this Board?	Parks and Recreation professional for 33 years and resident of NPB
Volunteer experience	Youth league coach food pantry volunteer Treasurer of HOA
Do you currently serve on a Village Board?	No
Financial Disclosure	Form 1
Ethics Training	PBC Commission on Ethics

Board/Committee Information

Education and Professional Experience	
Occupation	Parks and Recreation Director
Resume Attached?	Yes
Upload your resume here	resume.pdf
Business Address	*Field not completed.*
Business Phone Number	*Field not completed.*
Business Email	*Field not completed.*
Education and/or Experience	Masters from Palm Beach Atlantic 20 years Martin County PRD 4 years Seminole Indians 2 years PBG 7 years Riviera Beach
Areas of Special Interest or Additional Information	Anything parks and rec

Education and Professional Experience

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Green Jessica

From: noreply@civicplus.com
Sent: Thursday, June 6, 2024 2:43 PM
To: Green Jessica
Subject: Online Form Submittal: Board Application Form

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Board Application Form

Step 1

Personal Information

Please Note	Application for Appointment (PDF)
Date	6/6/2024
First Name	Karen
Last Name	Paxton
Home Address	125 Shore Court 101b
Address2	*Field not completed.*
City	North Palm Beach
State	Florida
Zip	33408
Primary Phone Number	5612025980
Email Address	karpaxton@gmail.com
Village of NPB Resident	Yes
Residency	Year-Round Resident
Length of residency in NPB	48
Registered Voter	Yes

Personal Information

Board and Committee Information	Summary of Board and Committee requirements and duties
Board or Committee	Recreation Advisory Board
Alternate Board or Committee	*Field not completed.*
Why are you interested in serving on this Board?	I grew up in North Palm Beach on Anchorage Drive where my parents still live in my childhood home. My husband and I bought a home 6 houses away on the golf course to raise our 6 children as we loved NPB. The top reasons we chose NPB were for the recreation offerings, parks, pool, sidewalks, etc. I was at either Anchorage Park or Lakeside Park every day when my kids were young. My 6 kids all were on the NPB Swim Team from 4 years old until they went off to college. They were Village lifeguards as well. Three of them had swim scholarships to D1 universities thanks to growing up NPB swimmers. They also went to ABC Kids Camp, summer camps, played soccer, volleyball, tee ball, waterpolo, tennis, softball, did the Fishing tournaments, etc.. My father-in-law taught bridge in the Village for 20 plus years. Not only did I I grow up as a competitive NPB Swimmer, I still swim NPB Masters 50 years later with my same coach! This means I am still in our Village pool 3 days a week at 5:45 am! As a kid in the village, also played NPB Softball, dance and arts and crafts. As a competitive runner, I have run every inch of the sidewalk in our Village. I believe sports and recreation are what helped me and all my kids succeed as adults in life. The sports and recreation that our Village offered- taught them structure, discipline, time management, teamwork, confidence etc...It also kept them hanging out with other great kids from the Village. I want to give back by serving on our recreation board and ensure the superb offerings continue.
Volunteer experience	• North Palm Beach Elementary Volunteer Board - Taught reading comprehension, co-organized fundraisers, and helped with various other related activities; Volunteer Coordinator and Awarded Volunteer of the Year. 1995-2005 • North County Meals (non-profit) • Delivered weekly meals to elderly homebound. 2014-2015 • North Palm Beach Country Club • Swim Club Advisory Board of Directors- Plan and organize numerous fundraisers, parties, media, correspondence etc. for over 200 families involved with the swim team. 2008-2014 • Girls on the Run Non-profit organization- Coaching 2x's/ week and empowering girls 3rd-8th grade through physical activity and relationship-building skills - inspiring self-acceptance and

	teamwork 2018-2020 • Shoreham Condominium Board of Directors- Secretary 2020-2023 • 2023- Florida State Park Research- Terrapin Turtles Committee- Research for Grants, Talbot Island Jacksonville, FL 2023
Do you currently serve on a Village Board?	No
Financial Disclosure	Form 1
Ethics Training	PBC Commission on Ethics

Board/Committee Information

Education and Professional Experience	
Occupation	Paralegal
Resume Attached?	Yes
Upload your resume here	Resume.pdf
Business Address	618 U.S. Highway One, Suite 200
Business Phone Number	5617759822
Business Email	kpaxton@florida-law.com
Education and/or Experience	• FAU Paralegal Studies- Boca Raton, Florida; Completed with honors 375 hours of the Paralegal Education Program. 2015 • Florida Atlantic University- Jupiter, Florida (Education) 1997-1999 • University of Mississippi- Oxford, Mississippi (Communications & Journalism) 1987-1989 • Palm Beach State College- Palm Beach Gardens, Florida • Majored in Communications & Journalism
Areas of Special Interest or Additional Information	See resume

Education and Professional Experience

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Green Jessica

From: noreply@civicplus.com
Sent: Monday, June 10, 2024 10:21 AM
To: Green Jessica
Subject: Online Form Submittal: Board Application Form

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Board Application Form

Step 1

Personal Information

Please Note	Application for Appointment (PDF)
Date	6/10/2024
First Name	Jason
Last Name	Frogge
Home Address	936 Evergreen Dr
Address2	*Field not completed.*
City	North Palm Beach
State	Florida
Zip	33408
Primary Phone Number	5612683766
Email Address	Jason.n.frogge@gmail.com
Village of NPB Resident	Yes
Residency	Year-Round Resident
Length of residency in NPB	10yrs
Registered Voter	Yes

Personal Information

Board and Committee Information	Summary of Board and Committee requirements and duties
Board or Committee	Recreation Advisory Board
Alternate Board or Committee	*Field not completed.*
Why are you interested in serving on this Board?	I continue improving the village for current and future families as well our older residents
Volunteer experience	*Field not completed.*
Do you currently serve on a Village Board?	No
Financial Disclosure	Form 1
Ethics Training	PBC Commission on Ethics

Board/Committee Information

Education and Professional Experience	
Occupation	Business owner, landscaping
Resume Attached?	No
Business Address	936 evergreen dr
Business Phone Number	5612683766
Business Email	driftscapefl@gmail.com
Education and/or Experience	Na
Areas of Special Interest or Additional Information	*Field not completed.*

Education and Professional Experience

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THE VILLAGE OF
North Palm Beach
Office of the Village Clerk
501 U.S. HIGHWAY ONE • NORTH PALM BEACH, FLORIDA 33408-4906 • 561-841-3355 • FAX 561-881-7469
www.village-npb.org • npbclerk@village-npb.org

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Bobby Puyol HOME PHONE (561) 685-2837

ADDRESS 444 Harbour Rd North Palm Beach FL 33408 United States

OCCUPATION Director of Stewardship at Christ Fellowship Ch BUSINESS PHONE (561) 273-6770

BUSINESS ADDRESS 5343 Northlake Blvd Palm Beach Gardens FL 33418 United States

E-MAIL ADDRESS (optional) bobby@puyolfamily.com

Resume attached? (optional) Yes ☑ No ☐ Brief Description of Education/Experience

Education: Bachelors in Business Management & Masters in Sports Management | Experience: E

How long have you lived in North Palm Beach? 30 years Are you seasonal? Yes ☐ No ☑

Please list any current or prior experience as a volunteer on a board, committee, association, etc. See resume

Do you currently serve on a Village Board? Yes ☐ No ☑ If yes, which one? _____

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- ☐ Audit Committee
- ☐ Business Advisory Board
- ☐ Environmental Committee
- ☐ Golf Advisory Board
- ☐ Infrastructure Surtax Oversight Committee
- ☐ Library Advisory Board
- ☐ General Employees Pension Board *
- ☐ Police and Fire Pension Board *
- ☐ Planning Zoning and Adjustment Board*
- ☑ Recreation Advisory Board
- ☐ Waterways Board

** Pension Board members and Planning, Zoning, and Adjustment Board members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.*

Applicants for Golf Advisory Board, please check if you are a: Golf Member ☐ WGA Member ☐

Type of Golf Membership? _____

Why are you interested in serving on this board? Growing up in NPB, I have benefited from our parks & recreat
now I get to have my son grow up in the village and I want to play a part in what he gets to experie

Signature Bobby Puyol Date 6/24/24

ALL MEMBERS OF VILLAGE ADVISORY BOARDS OR COMMITTEES ARE REQUIRED TO COMPLETE ETHICS TRAINING AND SUNSHINE LAW TRAINING WITHIN 60 DAYS OF APPOINTMENT.

***Please Note*: Per Section 2-1(m)(2) of the Village Code of Ordinances if any member of a board or committee is absent from three (3) regular meetings within a twelve month period (from May 1 to April 30), the village clerk shall notify the member in writing that he or she shall be removed from the board or committee.**

Please Note: by Florida law, this document is a public record. If you do not want your email address released in response to a public- records request, do not include your email address. If your home address and phone number are exempt under Florida Statutes, please advise the Clerk's office when submitting this form.

BOBBY PUYOL

444 Harbour Rd, North Palm Beach, FL 33408 | 561-685-2837| bobby@puyolfamily.com

EDUCATION

UNIVERSITY OF CONNECTICUT, Storrs, CT

Master of Science in Sport Management, May/2018

Bachelor of Science in Business Management, Concentration in International Business May/2016

- Don Ruck Award Winner, 2016: given to a UConn varsity student-athlete who, beyond intercollegiate athletics involvement, displayed extraordinary commitment to a community service activity or significant leadership in a student-based volunteer group activity.

CHRIST FELLOWSHIP LEADERSHIP COLLEGE

EXPERIENCE

CHRIST FELLOWSHIP CHURCH

Director of Stewardship, May/2023 – Present

- Developing & Managing Financial Stewardship Classes to help people.
- Cultivate relationships with current and prospective Kingdom Builders at Christ Fellowship
- Support Leadership at Christ Fellowship with the vision of stewardship & generosity initiatives for each year.

Associate Director of Stewardship, January/2022 – May/2023

- Cultivating Donors with First Time Givers, Faithful Givers, and Giving Leaders at Christ Fellowship
- Oversee the Stewardship Budget & Logistics for the Department
- Assist the 13 campuses at Christ Fellowship to excel with their stewardship classes and discipleship connections.

Associate Director for Southeastern University at Christ Fellowship, May/2019 – December/2021

- Coordinated all campus life events for college students to have a memorable college experience.
- Created & managed a six-figure budget for an entire school year.
- Developed student leaders to grow in their leadership with campus responsibility and weekly meetings. • Supervised multiple team members to help ensure the growth of Southeastern University at Christ Fellowship.
- Headed multiple advancement areas for Southeastern University at Christ Fellowship like new initiatives on campus to build on student's college experience.
- Managed all logistics for Southeastern University at Christ Fellowship including database of all students & campus responsibilities.
- Assist with marketing & recruiting to continue to develop enrollment growth.
- Developed relationships with stakeholders & alumni to create more opportunities for Southeastern University at Christ Fellowship to grow.

SOUTHEASTERN UNIVERSITY AT CHRIST FELLOWSHIP, PALM BEACH GARDENS, FL

Enrollment Counselor, August/2018 – May/2019

- Leading all marketing and recruiting initiatives
    - More than 100 accounts followed CFSEU's Instragram account (@cfseu) while in this position.
    - Developing and cultivating relationships with prospective students, pastors, and high school college directors to bring more interest for SEU at Christ Fellowship
    - Creating and overseeing all SEU's promotions at Christ Fellowship's Ten Locations in Palm Beach County and Treasure Coast

PALM BEACH ATLANTIC UNIVERSITY, West Palm Beach, FL

Athletics Department Intern, January/2018 – May/2018

- Responsible for the overall development, coordination and implementation of marketing and fan engagement for men's basketball, women's basketball, baseball, softball, and both lacrosse programs in their inaugural seasons.
- Coordinated the fulfillment of donor and corporate sponsor acknowledgements and agreements.
- Assisted with the planning of annual departmental special events (i.e. Chick-fil-A Scholar-Athlete Night and Student-Athlete Banquet).
- Worked directly with the department's Business Office staff to reconcile University purchasing cards and process travel and petty cash reimbursements.

UNIVERSITY OF CONNECTICUT, Storrs, CT

Student-Athlete (Football), August/2012 – December/2016

- Balanced 40 hours of athletic practices / games / training / meetings with a full-academic course load and multiple leadership roles.
- Established a player-led group study of 10 (and up to 40), developing and cultivating a servant leadership culture among team members, and created a tight-knit team culture.
- Awards: UConn Special Teams Player of the Year (2015 & 2016), 2015 St. Petersburg Bowl Most Valuable Player, 2015 Lou Groza Collegiate Place-Kicker Award Semi-finalist, American Athletic Conference All-Academic Team (2012, 2014-2016)

President, Athletes in Action, August/2015 – December/2016, **Member**, January/2013 – December/2016

- Established organizational structure as the first president and increased membership 483%.
- Coordinated events and meetings to strengthen membership unity and retention by over 100%.
- Developed leadership skills through Interning with Athletes in Action at the Ultimate Training Camp, where I led numerous collegiate student-athletes through a rigorous week of training to strengthen useful skills for playing their sport and in life.

Representative, Student-Athlete Advisory Committee, August/2015 – December/2016

- Collaborated to address needs and wants for the student-athlete community at UConn.
- Spoke as SAAC's male student-athlete representative at the 2016 UConn Endowed Scholarship Dinner.
- Participated in multiple community services areas such as a mentorship program with East Hartford (CT) Middle School students, reading program with various elementary school students, and special holiday events for students in the region.

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www.village.npb.org • npbclerk@village.npb.org

APPLICATION FOR APPOINTMENT TO VILLAGE BOARD OR COMMITTEE

NAME Tim Jenkins HOME PHONE 513-518-2301

ADDRESS 717 Maritme Way NPB, FL 33410

OCCUPATION physician BUSINESS PHONE 561-694-7180

BUSINESS ADDRESS 3360 Burns Rd PBG, FL 33410

E-MAIL ADDRESS (optional) timjenkins513@gmail.com

Resume attached? (optional) Yes ☑ No ☐ Brief Description of Education/Experience physician.

How long have you lived in North Palm Beach? 3 1/2 years Are you seasonal? Yes ☐ No ☑

Please list any current or prior experience as a volunteer on a board, committee, association, etc. coached grade school soccer and baseball in Cincinnati

Do you currently serve on a Village Board? Yes ☐ No ☑ If yes, which one? _____

Please indicate the board or committee on which you wish to serve. If more than one, number for preference, with first choice being #1.

- ☐ Audit Committee
- ☐ Business Advisory Board
- ☐ Environmental Committee
- ☐ Golf Advisory Board
- ☐ Infrastructure Surtax Oversight Committee
- ☐ Library Advisory Board
- ☐ General Employees Pension Board *
- ☐ Police and Fire Pension Board *
- ☐ Planning Zoning and Adjustment Board*
- ☑ Recreation Advisory Board
- ☐ Waterways Board

** Pension Board members and Planning, Zoning, and Adjustment Board members must file a limited Financial Disclosure Statement within 30 days of appointment and annually thereafter. Contact the Clerk's Office for more information.*

Applicants for Golf Advisory Board, please check if you are a: Golf Member ☐ WGA Member ☐

Type of Golf Membership? _____

Why are you interested in serving on this board? we have too keep up with PBG and Jupiter for sports facilities

Signature Tim Jenkins Date 7/2/24

ALL MEMBERS OF VILLAGE ADVISORY BOARDS OR COMMITTEES ARE REQUIRED TO COMPLETE ETHICS TRAINING AND SUNSHINE LAW TRAINING WITHIN 60 DAYS OF APPOINTMENT.

***Please Note*: Per Section 2-1(m)(2) of the Village Code of Ordinances if any member of a board or committee is absent from three (3) regular meetings within a twelve month period (from May 1 to April 30), the village clerk shall notify the member in writing that he or she shall be removed from the board or committee.**

Please Note: by Florida law, this document is a public record. If you do not want your email address released in response to a public- records request, do not include your email address. If your home address and phone number are exempt under Florida Statutes, please advise the Clerk's office when submitting this form.

Timothy Joseph Jenkins, M.D

717 Maritime Way
North Palm Beach, FL 33410
Phone (513) 518-2301
Timjenkins513@gmail.com

Palm Beach Gardens Medical Center
Gardens Radiology
3360 Burns Rd.
Palm Beach Gardens, FL 33410
Work: 561-694-7180

Curriculum Vitae

Summary

Licensed Physician in Florida, Board Certified in Diagnostic Radiology since 1996. More than 25 years of professional experience. After a twelve-month fellowship with The Christ Hospital and Dr. Stephen J. Pomeranz in all aspects of MRI, I joined Anderson Radiologic Associates at Mercy Anderson. I became a full partner. I interpreted images including plain films, ultrasound, nuclear medicine, CT and MRI. I particularly enjoy reading Orthopedic MRI and was the primary reader of them. I also do many types of interventional cases including all biopsies, drainages, chest tubes, line placements, preoperative and intraoperative localizations of masses, bone marrow aspirates, and nearly 200 kyphoplasties. Comprehensive background in Musculoskeletal MRI, Body MRI, Prostate MRI, and Neuroradiology. Extensive knowledge in clinical and biomedical ethics. Frequent speaker at case conferences and Biomedical ethics board meetings. Excellent team building and communication skills.

Professional Background And Experience

Gardens Radiology, Palm Beach Gardens, FL **2020-present**

Lima Radiological Associates, Lima, OH 2018-2020
Partnership track full time Radiologist

Radiology Physicians INC, Dayton, OH 2018-2015
One of 31 radiologists working full time with exclusive imaging contract for Good Samaritan and Miami Valley Hospitals.

Mercy Anderson Hospital, Cincinnati, OH 2015- 1997
One of 7 full time partners with exclusive imaging contract for Anderson Mercy Hospital.

Education And Training

The Christ Hospital, Cincinnati, OH 1997-1996
Fellowship in MRI

Medical College of Ohio, Toledo, OH 1996-1992

Radiology Residency
Chief Resident, 1996

Ohio State University, Columbus, OH 1992-1990
General Surgery- matched into 6-year Plastic Surgery Residency Program

Education And Training

University of Wisconsin Medical School, Madison, WI 1990-1986
Medical Degree

University of Wisconsin, Madison, WI 1986-1982
Bachelor's Degree with Honors in Philosophy-
Honors Thesis "Medical Ethics of AIDS"

Board Certifications and Publications

American Board of Radiology Certification 1996

Publication "Gamuts and Pearls in MRI and Orthopedics" by Dr. Stephen J. Pomeranz, with contributing authors Timothy J. Jenkins, N. Judge King, Mark J. Paluszny and R. Eric Shields

Memberships

Radiological Society of North America
American Roentgen Ray Society
American College of Radiology

VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jessica Green, Village Clerk

DATE: September 12, 2024

SUBJECT: **RESOLUTION –** Recreation Advisory Board Appointments

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In accordance with Chapter 2, Article 1 of the Code of Ordinances, the Village Council may appoint citizens as members of its Boards to serve at the pleasure of the Council.

There are 2 vacant positions on the Recreation Advisory Board to be filled; appointees will serve the remainder of the 2 year terms that were vacated by former members. Requests for applicants were advertised in the Newsletter, on the Village website and on social media. The Village Clerk received 5 applications for the 2 vacant positions on the Recreation Advisory Board.

The *2024 Advisory Board Applicants Report* is attached for Council consideration. The report details the positions to be filled and applicants requesting appointment. The terms of the 2 vacant position will end on April 30, 2025.

Applicants will have the opportunity to introduce themselves to Council and Council will have the opportunity to ask the applicants questions during Item 6A, *Statements from the Public*. The introductions will be followed by the selection of members and approval of the resolution.

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

There is no fiscal impact.

Recommendation:

Village Administration recommends Council consideration of the applicants, selection of board members by ballot, and adoption of the proposed Resolution.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING MEMBERS TO THE RECREATION ADVISORY BOARD; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Chapter 2, Article I of the Village Code of Ordinances, the Village Council may appoint residents of the Village as members of Village advisory boards to serve at the pleasure of the Village Council, subject to the terms and conditions set forth therein; and

WHEREAS, the Village Council wishes to appoint Village residents to serve on the Village Recreation Advisory Board.

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

Section 1. The following persons are hereby appointed to the Village Recreation Advisory Board for the terms expiring as indicated below:

RECREATION ADVISORY BOARD

_____ April 30, 2025

_____ April 30, 2025

Section 2. The Village Clerk is hereby directed to send a conformed copy of this resolution to the members appointed above.

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 12TH DAY OF SEPTEMBER, 2024

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

VILLAGE OF NORTH PALM BEACH
2024 RECREATION ADVISORY BOARD APPLICANTS

Applicants for vacant positions on the Recreation Advisory Board are listed below. The Village Council may appoint members at its discretion. The terms of appointment end on April 30, 2025.

Recreation Advisory Board

2 Vacant Seats	2 seats will finish remainder of former members' terms ending on April 30, 2025
5 Applicants	Richard Blankenship
	Jason Frogge
	Tim Jenkins
	Karen Paxton
	Bobby Puyol

VILLAGE OF NORTH PALM BEACH
HUMAN RESOURCES DEPARTMENT

TO: Honorable Mayor and Council

THRU: Charles D. Huff, Village Manager

FROM: Jennifer Cain, Director of Human Resources

DATE: September 12th, 2024

SUBJECT: **MOTION – Approval to include the Village Clerk position in the compensation study**

A comprehensive compensation study is being conducted in 2024 to bring all positions to the 60th percentile based on our comparators with the intent to implement the results of the study on October 1st, 2024 pending the approval of the FY2025 budget and pay plan.

While Staff is not proposing a salary adjustment at this time, Article IV, section 8(c) of the Village Charter provides that "the compensation of the clerk shall be fixed by the council." Consequently, Staff is seeking Village Council approval to include the Village Clerk in the compensation study and adjust the Village Clerk's salary for Fiscal Year 2025 in the same manner as other Village employees.

Recommendation:

Village Administration requests Council consideration and approval of a motion approving the Village Clerk position in the pay plan adjustments based on the compensation study and pay plan implementation for Village employees to be effective on October 1st, 2024 and directing Village Administration to process same.

VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB – GOLF OPERATIONS

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, Country Club General Manager
Allan Bowman, Head Golf Professional

DATE: September 12, 2024

SUBJECT: **Resolution – Approving expenditures with SiteOne Landscape Supply, LLC in an amount not to exceed $40,000.00 for Fiscal Year 2024**

Village Staff is recommending Council consideration and approval of the attached Resolution approving Fiscal Year 2024 spending with SiteOne Landscape Supply, LLC in an aggregate amount of $40,000.

SiteOne Landscape has served as the wholesale supplier for golf course needs not covered under the current BrightView service contract. For Fiscal Year 2025, most of these items will be included in the enhanced agronomic plan with BrightView beginning October 1, 2024. To date, the Village has spent $24,757 with SiteOne Landscape.

Recently, an urgent situation involving a grub infestation, worsened by recent weather conditions (rain, humidity, and high temperatures), necessitated an emergency application of Areana (grub control) on August 22nd and 23rd at a cost of $13,140.

With this additional expense, the total estimated spending for FY24 with this vendor will reach $40,000. SiteOne Landscape is also used by other departments. In accordance with the Village's purchasing policy, Council approval is required when aggregate fiscal year spending to a single vendor exceeds $25,000.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Note: This vendor is also utilized by other departments, so the Fund / Account / Department is based on the service location.				

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 approving expenditures of up to $40,000.00 with SiteOne Landscape Supply, LLC for Fiscal Year 2024, with funds expended from various Department operating accounts, in accordance with Village policies and procedures.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING EXPENDITURES WITH SITEONE LANDSCAPE, LLC FOR FISCAL YEAR 2024 IN AN AMOUNT NOT TO EXCEED $40,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's purchasing policies and procedures require Village Council approval when aggregate fiscal year spending to a single vendor exceeds $25,000.00; and

WHEREAS, SiteOne Landscape Supply, LLC is used by various Village Departments for landscaping supplies, notably the Country Club's Golf Operations; and

WHEREAS, to date, the Village has spent $24,757.00 with SiteOne, and Village Staff is seeking approval to increase the total amount of expenditures for Fiscal Year 2024 to $40,000.00; 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 expenditures of up to $40,000.00 with SiteOne Landscape Supply, LLC for Fiscal Year 2024 for the purchase of landscaping supplies and materials. The funds for such purchases shall be expended from various Department operating accounts, depending on the service location.

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: July 23rd, 2024

CALL TO ORDER

Chair Bonnie Jenkins called the meeting to order at 7:01 pm.

ROLL CALL

Bonnie Jenkins, Chair
Phyllis Wissner, Member
Tina Chippas, Member
Christine DelGuzzi, Vice-Chair
Stephanie DiGangi, Member
Orlando Puyol, Council Member
Julie Morrell, Library Manager

Absent – Brad Avakian, Secretary
Absent – Carolyn Kost, Member

APPROVAL OF MINUTES

A motion to approve the minutes of the June 25th, 2024, meeting was made by Member Wissner, seconded by Member DelGuzzi; motion passed unanimously.

MANAGER'S REPORT

Library Manager Julie Morrell reported the following:

Facilities

- AC Incident: The library experienced a few days without air conditioning due to a dumpster accident that damaged external pipes. Repairs were promptly made, with public works installing a bollard to prevent future incidents.
- Restroom Remodel: Repair and upgrade to downstairs bathroom approved by the Village Council on June 18th; will be ADA-compliant.

Staffing

Carly Campos has started as the new children's librarian.

Children & Teen Programming

- Class Visits: Librarian Campos hosted a surprise tour for preschoolers, who got to see how the book drop works.
- TCS Partnership: Librarian Campos met with the principal of The Conservatory School to plan for upcoming school year's school visits with smaller groups than previous years.
- Storytime Changes: Plans to introduce four storytime sessions, including baby, toddler, preschool, and family sessions.

- Jurassic Parks: Hosted interactive educational sessions about the Ice Age, Florida prehistoric animals, and more; attendees got to fit their heads into sabertooth tiger skull and see a dinosaur egg.
- Katie Adams Puppet Theatre: Performed a pirate show, well-attended with 85 participants; Save the Rainforest puppet show upcoming.

Adult Programming

- Book Club – 18 attendees discussed *The Lost Bookshop* by Evie Woods; good attendance for summer.
- Other Adult Programs included knit and crochet, silent film appreciation, Bingo, and guest speaker Shawn Woods discussing homeowner scams.

NEW BUSINESS

- Discussion of potential policy to restrict adults without children and no business in the children's library from the children's library area. Staff plans to review similar policies from other libraries.

OLD BUSINESS

- None.

MEMBER COMMENTS

Members discussed supporting a new policy for adults in the children's department, considered signage and enforcement strategies.

PUBLIC COMMENTS

None.

STAFF COMMENTS

None.

ADJOURNMENT

Member Wissner moved to adjourn meeting, motion seconded and unanimously approved.

Meeting adjourned at 7:18 pm.

Respectfully submitted by Brad Avakian.

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: September 12, 2024

SUBJECT: **ORDINANCE – 1st Reading of Final Ad Valorem Tax Millage Rate; and 1st Reading of Approved Fiscal Year 2024-2025 Village Budget**

The attached Ad Valorem Tax Ordinance and Annual Budget Ordinance have been prepared for Council's use in setting the Village's Ad Valorem Tax Millage Rate and Annual Budget for the upcoming 2024-25 fiscal year. Council's budget and millage rate adjustments will be incorporated into Budget Summary and Notice of Proposed Tax Increase advertisements that will be published in the Palm Beach Post prior to the Village's final Ad Valorem Tax Millage Rate and Annual Budget hearing on September 26, 2024.

The attached Ordinances establish and adopt the Village's Fiscal Year 2024-2025 budget and set its annual millage rate at **$7.4000 mils**. **This millage rate is 14.79% above the Village's Fiscal Year 2024-2025 Rolled-Back Rate of $6.4464 mils**.

This year's Budget Ordinance provides for the following appropriations:

- $650,000 to be transferred to the Capital Projects Fund to finance the General Fund's Capital Improvement Plan;
- $650,000 to be transferred to the Special Projects Fund to finance some safety-related capital projects; and
- $450,000 to be transferred to the Country Club Fund for the following items:
    - $350,000 to finance the Pool & Tennis operations; and
    - $100,000 for the contribution towards the community share of the Country Club Renewal & Replacement Fund

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

Recommendation:

The Administration recommends Council actions as outlined below:

1. Attorney reads title of Ordinance establishing and adopting an Ad Valorem tax millage rate for the fiscal year commencing 10/1/24 and ending 09/30/25.

2. Attorney reads title of Ordinance adopting a budget for the fiscal year commencing 10/01/24 and ending 09/30/25.

3. Motion to adopt an Ordinance establishing the Ad Valorem Tax Millage Rate as required by Statute.

4. Motion to adopt an Ordinance adopting the Budget for Fiscal Year 2024-2025.

5. Staff presentation on BOTH Ad Valorem Tax Millage Rate and Budget.

6. Mayor Opens Public Hearing on BOTH Ad Valorem Tax Millage Rate and Budget.

7. Public Comment.

8. Mayor closes public hearing on BOTH Ad Valorem Tax Millage Rate and Budget.

9. Council discussion on BOTH Ad Valorem Tax Millage Rate and Budget.

10. Motion to Establish Ad Valorem Tax Millage Rate and Council vote on Ad Valorem Tax Millage Rate.

11. Mayor publicly announces: (1) rolled back rate; (2) percentage INCREASE over rolled back rate; (3) millage rate to be levied.

12. Council vote on Motion to Adopt Ordinance establishing the Ad Valorem Tax Millage Rate on 1st reading.

13. Council vote on Motion to Adopt Ordinance adopting the Budget on 1st reading.

ORDINANCE NO. 2024-___

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, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council and Village Administration of the Village of North Palm Beach, having reviewed the budget for the fiscal year commencing October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2025"), have established a millage rate to finance said budget and to meet the needs and requirements of the Village and its residents.

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

Section 1. The Village Council hereby establishes and adopts an ad valorem tax operating millage rate of 7.4000 mils for Fiscal Year 2025 and an ad valorem debt service millage rate of 0.000 mils for a total ad valorem tax millage rate of 7.4000 mils or $7.40 per one thousand dollars of taxable assessed property value. This millage rate is 14.79% above the rolled back rate of 6.4464 mils.

Section 2. 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 3. This Ordinance shall be effective immediately upon adoption and implemented as of October 1, 2024.

PLACED ON FIRST READING THIS 12th DAY OF SEPTEMBER, 2024.

PLACED ON SECOND, FINAL READING AND PASSED THIS 26th DAY OF SEPTEMBER, 2024.

_____
MAYOR

(Village Seal)

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

ORDINANCE NO. 2024-____

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, 2024 AND ENDING SEPTEMBER 30, 2025 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.

WHEREAS, on September 12, 2024 and September 26, 2024, the Village Council conducted duly advertised public hearings to review the proposed Annual Budget for the fiscal year commencing October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2025") and has adopted a final Annual Budget to meet the needs and requirements of the Village and its residents for the upcoming fiscal year.

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

Section 1. The proposed Annual Budget for Fiscal Year 2025 attached hereto as Exhibit "A" and incorporated herein by this reference is hereby adopted and established as the Village of North Palm Beach's Annual Budget for Fiscal Year 2025.

Section 2. The amounts allocated in the Annual Budget for expenditure effective October 1, 2024 are authorized in accordance with the purposes as set forth in the Annual Budget.

Section 3. The Annual Budget includes an appropriation in the amount of $650,000 to be transferred to the Capital Projects Fund to finance the General Fund's Capital Improvement Plan; an appropriation in the amount of $650,000 to be transferred to the Special Projects Fund to finance certain safety-related capital projects and an appropriation of $450,000 to be transferred to the Country Club Fund to both finance pool and tennis operations ($350,000) and contribute toward the community share of the Country Club Renewal and Replacement Fund ($100,000).

Section 4. Except as otherwise provided herein, the Annual Budget establishes limitations on expenditures by fund, and the total appropriation of each fund may not be increased or decreased without specific authorization by a duly enacted Ordinance effecting such amendment or transfer.

Section 5. The Comprehensive Pay Plan, as set forth in the Annual Budget, is hereby approved. If an authorized position is vacant and monies are available within a department's salary appropriation to fund a temporary appointment to the vacant position, the Village Manager may appoint a temporary employee to fill said vacant position for a period not to exceed 90 days. Said temporary appointment may be renewable for an additional 90-day period and may only be made for the period pending the filling of the authorized position by a permanent employee. The pay for a temporary employee shall be within the pay scale of an approved Village Pay Plan position. The Village Council may revise the Comprehensive Pay Plan by Resolution during the Fiscal Year without need to amend this Ordinance. Furthermore, policy revisions adopted as part of the Comprehensive Pay Plan may be incorporated into the Personnel Rules and Regulations without further action on the part of the Village Council.

Section 6. The Master Fee Schedule for Fiscal Year 2025, as set forth in the Annual Budget, is hereby approved and adopted. The Village Council may revise the Master Fee Schedule by Resolution during the Fiscal Year without need to amend this Ordinance.

Section 7. When the Village receives monies from any private or governmental source by gift, grant, contribution, or revenue share, to which there is attached as a condition of acceptance any limitation regarding the use or expenditure of the monies received, the funds so received need not be shown in the Annual Budget nor shall the Budget be subject to amendment or expenditure as a result of the receipt of said monies. Said monies shall only be disbursed and applied toward the purposes for which said funds were received. All monies received as contemplated by this section shall be segregated and accounted for based on Generally Accepted Accounting Principles (GAAP) and where appropriate, placed into separate and individual Governmental Fund accounts from which monies are disbursed and applied in accordance with the terms and conditions of the gift, grant, or contribution.

Section 8. The omnibus appropriation and expenditure authorization set forth herein may be temporarily or permanently suspended by Resolution of the Village Council if at any time it appears that the projected revenue supporting the above-described budget is below anticipated levels or may be temporarily or permanently suspended by Resolution of the Village Council for any other reason or purpose deemed proper by the Village Council.

Section 9. Except as otherwise provided herein, in the event a variation from the total budget appropriation is or becomes necessary, such variation shall only become legally effective upon the adoption of an amending Ordinance consistent with Florida Statutes, the Village Charter and the Village Code of Ordinances.

Section 10. All outstanding encumbrances for Non-Capital and Capital Expenditures on September 30, 2024 shall lapse at that time, and all unexpended Capital Expenditure encumbrances and appropriations and other encumbrances specifically designated to be carried over to the subsequent year may be added to the corresponding approved Fiscal Year 2025 available budget balances and be simultaneously re-appropriated for expenditure, as previously approved in Fiscal Year 2024.

Section 11. 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 12. 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 13. This Ordinance shall be effective immediately upon adoption and shall be implemented October 1, 2024.

PLACED ON FIRST READING THIS 12th DAY OF SEPTEMBER, 2024.

PLACED ON SECOND, FINAL READING AND PASSED THIS 26th DAY OF SEPTEMBER, 2024.

_____

(Village Seal) MAYOR

ATTEST:

_____

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____

VILLAGE ATTORNEY

Combined Budget Summary (General Fund & Enterprise Funds) FY 2025

This is a combined budget summary for the General Fund, Country Club Fund and the Stormwater Utility Fund.

Combined Budget Summary		FY 2024 Adopted Budget	FY 2025 Tentative Budget	% increase / (decrease)	$ increase / (decrease)
Millage Rate *(General Fund Only)*		**$6.90 mils**	**$7.40 mils**	**7.25%**	**$0.50 mils**
Budgeted Positions	**Full-Time**	**154**	**166**	**+12**	**N/A**
	Part-Time	**123**	**101**	**-22**	
Revenues					
Ad-Valorem Taxes		$22,124,856	$25,603,892	15.72%	$3,479,036
Non Ad-Valorem Assessment		500,000	500,000	0%	0
Other Taxes		3,467,650	3,623,394	4.49%	155,744
Permits, Fees & Special Assessments		3,221,500	3,893,600	20.86%	672,100
Intergovernmental Revenue		1,869,505	1,859,781	-0.52%	(9,724)
Charges for Services		8,737,775	9,327,330	6.75%	589,555
Judgements, Fines & Forfeitures		89,450	112,450	25.71%	23,000
Miscellaneous Revenues		743,022	985,530	32.64%	242,508
Transfers In		450,000	450,000	0%	0
Total Revenues		**$41,546,758**	**$46,905,977**	**12.90%**	**$5,359,219**
Expenses					
General Government		$4,165,355	$4,916,167	18.03%	$750,812
Public Safety		13,469,559	16,215,483	20.39%	2,745,924
Public Works		6,653,832	6,853,574	3.00%	199,742
Community Development		2,025,854	2,168,459	7.04%	142,605
Leisure Services		3,435,405	4,526,308	31.75%	1,090,903
Reserves & Contingencies		250,000	350,000	40.00%	100,000
Debt Service		2,129,559	2,340,087	9.89%	210,528
Transfers Out		1,875,194	1,750,000	-6.68%	(125,194)
Golf		4,919,644	5,045,577	2.56%	125,933
Clubhouse Grounds		629,952	704,525	11.84%	74,573
Pool		531,350	568,160	6.93%	36,810
Tennis		917,392	1,036,259	12.96%	118,867
Food & Beverage		22,000	22,500	2.27%	500
Country Club Administration		521,662	408,878	-21.62%	(112,784)
Total Expenses		**$41,546,758**	**$46,905,977**	**12.90%**	**$5,359,219**
Net		**$0**	**$0**		**$0**

General Fund Budget Summary — FY 2025

The General Fund is used to account for most of the day-to-day operations of the Village, which are financed from property taxes, fees, licenses, permits, fines and forfeitures, intergovernmental and other general revenue. A brief budget summary is provided below. Please see the detail on the following pages for explanations on revenues and expenses.

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Tentative Budget	% Increase / (Decrease)	$ Increase / (Decrease)
Revenues:						
Ad-Valorem Taxes	$17,833,603	$20,000,861	$22,124,856	$25,603,892	15.72%	$3,479,036
Other Taxes	3,309,469	3,606,682	3,467,650	3,623,394	4.49%	155,744
Permits, Fees & Special Assessments	3,213,087	3,331,122	3,221,500	3,893,600	20.86%	672,100
Intergovernmental Revenue	1,937,864	2,066,901	1,869,505	1,859,781	-0.52%	(9,724)
Charges for Services	1,613,801	1,693,021	1,533,950	1,848,995	20.54%	315,045
Judgements, Fines & Forfeitures	133,271	227,422	89,450	112,450	25.71%	23,000
Miscellaneous Revenues	241,171	1,600,926	713,022	880,530	23.49%	167,508
Other Sources	1,215,113	0	0	0	0.00%	$0
Total Revenues	**$29,497,379**	**$32,526,935**	**$33,019,933**	**$37,822,642**	**14.54%**	**$4,802,709**
Expenditures:						
General Government	$3,609,176	$3,672,101	$4,165,355	$4,916,167	18.03%	$750,812
Community Development	1,440,597	1,464,861	2,025,854	2,168,459	7.04%	142,605
Public Safety	11,298,292	12,608,651	13,469,559	16,215,483	20.39%	2,745,924
Public Works	5,224,934	5,530,740	6,153,832	6,353,574	3.25%	199,742
Leisure Services	2,445,685	3,928,673	3,435,405	4,526,308	31.75%	1,090,903
Reserves & Contingencies	1,218,442	15,000	0	0	-100.00%	0
Transfers Out	3,038,550	1,162,350	1,875,194	1,750,000	-6.68%	(125,194)
Debt Service	1,755,047	1,875,565	1,894,734	1,892,651	-0.11%	(2,083)
Total Expenditures	**$30,030,722**	**$30,257,941**	**$33,019,933**	**$37,822,642**	**14,54%**	**$4,802,709**
Net	**($533,343)**	**$2,268,994**	**$0**	**$0**		

Enterprise Funds Budget Summary — FY 2025

The Village has two Enterprise Funds: The Country Club Fund and the Stormwater Management Utility Fund. A brief description and budget summary for each is fund is provided below:

Country Club

The Country Club is an Enterprise Fund used to account for operations of the Village's Golf & Country Club, where the costs of providing goods and services to the general public on a continuing basis are primarily financed or recovered through user charges. The Country Club accounts for the following operations: Country Club Administration, Clubhouse Grounds, Golf, Tennis, Pool and Food & Beverage.

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Tentative Budget	% increase / (decrease)	$ increase / (decrease)
Revenues:						
Charges for Services:						
Golf	$5,476,835	$6,054,948	$6,097,325	$6,382,000	4.67%	$284,675
Pool	210,920	233,765	265,000	223,695	-15.59%	(41,305)
Tennis	854,828	787,335	841,500	872,640	3.70%	31,140
Food & Beverage	315,700	295,382	343,000	550,000	60.35%	207,000
Miscellaneous	37,119	75,752	30,000	105,000	250.00%	75,000
Transfers In	378,550	1,282,550	450,000	450,000	0%	0
Total Revenues	**$7,273,952**	**$8,729,732**	**$8,026,825**	**$8,583,335**	**6.93%**	**$556,510**
Expenditures:						
Golf	$3,957,905	$4,531,368	$4,919,644	$5,045,577	2.56%	$125,933
Pool	311,817	356,262	531,350	568,160	6.93%	36,810
Tennis	733,644	740,562	917,392	1,036,259	12.96%	118,867
Food & Beverage	19,748	21,881	22,000	22,500	2.27%	500
Club Administration	346,588	425,073	521,662	408,878	-21.62%	(112,784)
Clubhouse Grounds	523,236	537,840	629,952	704,525	11.84%	74,573
Debt Service	433,689	433,689	234,825	447,436	90.54%	212,611
Reserves & Contingencies	100,000	174,000	250,000	350,000	40.00%	100,000
Total Expenditures	**$6,426,226**	**$7,220,675**	**$8,026,825**	**$8,583,335**	**6.93%**	**$556,510**
Net	**$847,726**	**$1,509,057**	**$0**	**$0**		

Enterprise Funds Budget Summary — FY 2025

Stormwater Management Utility Fund

The Stormwater Management Utility Fund is an enterprise fund into which all revenues from the Stormwater Management Utility Assessments, grants, and other funding sources are deposited and expenditures relating to the stormwater management system are paid. The amount of the Stormwater Management Utility Assessment is based on the estimated amount of stormwater runoff generated by impervious surfaces located on parcels of real property within the Village.

	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted Budget	FY 2025 Tentative Budget	% increase / (decrease)	$ increase / (decrease)
Revenues:						
Non Ad-Valorem Assessment	$479,459	$484,614	$500,000	$500,000	0%	0
Investment	3,239	24,106	0	0	0%	0
Total Revenues	**$482,698**	**$508,720**	**$500,000**	**$500,000**	**0%**	**$0**
Expenditures:						
Public Works	$100,212	$332,264	$500,000	$500,000	0%	$0
Total Expenditures	**$100,212**	**$332,264**	**$500,000**	**$500,000**	**0%**	**$0**
Net	**$382,486**	**$176,456**	**$0**	**$0**		

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: August 22, 2024

SUBJECT: **ORDINANCE 2nd READING** – Amending the adopted Country Club Budget for Fiscal Year 2024 to provide for the contractual payment to Farmer's Table NPB, LLC for the amortized cost of improvements to the pavilion and pool concession.

On March 28, 2019, the Village executed a Restaurant Operator Agreement with Farmer's Table to Conduct Food and Beverage Operations at the North Palm Beach Country Club ("Lease Agreement"). The initial term of the Lease Agreement was for five (5) years, with automatic renewals for additional five-year periods unless either party provided notice of its intent not to renew at least 180 days prior to the expiration of the initial term. The initial term ends on December 22, 2024.

In April of this year, Farmer's Table notified the Village if its intent not to renew the Lease Agreement. At the Village's request, Farmer's Table agreed to an earlier expiration date of September 30, 2024 to allow the Village to have a new vendor in place as early possible and prior to the beginning of the 2024 "season."

Pursuant to the terms of the Third Amendment to the Lease Agreement, the Village is required to pay Farmer's Table the amortized cost of the Pavilion Improvements and Pool Concession Improvements (collectively "Improvements") if the Lease Agreement expires or terminates for any reason other than a material default and beach by Farmer's Table prior to the tenth anniversary year. The Pavilion Improvements included changing the outdoor space to indoor space by adding insulation, air conditioning, Euro-Wall Systems, a full-service bar, and a server station. The Pool Concession Improvements included additional equipment for the swimming pool concession area. The Improvements became "fixtures" and remain the property of the Village.

According to the amortization schedule set forth in the Third Amendment, if the Agreement expires at the end of the initial five-year term, the Village is required to pay Farmer's Table fifty percent of the total cost of the Improvements. Though the adoption of Resolution No. 2020-68 on October 22, 2020, the Village Council established the total cost of the Improvements at $656,001.57. Fifty percent of the cost of the Improvements is $328,000.78.

Through the adoption of Resolution No. 2024-65 on July 18, 2024, the Village Council approved a Fourth Amendment to the Lease Agreement to provide for an expiration date of September 30, 2024 and establish the amount of the payment due to Farmer's Table. Consequently, the Village is required to pay Farmer's Table $328,000.78 by October 10, 2024, subject to any offset for monies due and owing the Village. Because this payment will increase the total amount of the Country Club budget, the Village is required to adopt the following budget amendment by Ordinance pursuant to Section 166.241, Florida Statutes:

Budget Amendment:

Fund	Account	Description	Use	Source
Country Club	L4600-09100	Appropriated Net Position		$328,001
Country Club	L8053-33491	Contractual Services	$328,001	
Total			**$328,001**	**$328,001**

The attached Ordinance approves the budget amendment and authorizes the payment to Farmer's Table in accordance with the terms and conditions of the Lease Agreement, as amended, subject to any offset for monies due and owing the Village.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Country Club	Food & Beverage	L8053-33491	Contractual Services	$328,000.78

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

At its August 22, 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 amending the adopted Country Club budget for Fiscal Year 2024 to transfer $328,001 from the Appropriated Net Position Account to the Contractual Services Account and to approve the contractual payment to Farmer's Table NPB, LLC in the amount of $328,000.78, subject to any offset for monies owed to the Village, with funds expended from Account No. L8053-33491 (Food & Beverage – Contractual Services), in accordance with Village policies and procedures.

ORDINANCE NO. 2024-____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED COUNTRY CLUB BUDGET FOR FISCAL YEAR 2024 TO TRANSFER $328,001.00 FROM THE APPROPRIATED NET POSITION ACCOUNT TO THE CONTRACTUAL SERVICES ACCOUNT TO FUND THE CONTRACTUAL PAYMENT TO FARMER'S TABLE FOR THE AMORTIZED COST OF IMPROVEMENTS AT THE COUNTRY CLUB; APPROVING THE PAYMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the terms of the Restaurant Operator Agreement with Farmer's Table to Conduct Food and Beverage Operations at the North Palm Beach Country Club ("Lease Agreement"), the Village is obligated to pay the amortized cost of the Pavilion Improvements and Pool Concession Improvements (collectively "Improvements") at the Country Club upon expiration or termination of the Lease Agreement; and

WHEREAS, through the adoption of Resolution No. 2024-65 on July 18, 2024, the Village approved a Fourth Amendment to the Lease Agreement providing for an expiration date of September 30, 2024 and the payment of 50% of the cost of the Improvements or $328,000.78 within ten days of the expiration date; and

WHEREAS, the payment to Farmer's Table will increase the total amount of the Country Club budget; consequently, the transfer must be accomplished by Ordinance as required by Section 166.241, Florida Statutes; and

WHEREAS, the Village Council determines that the adoption of this budget amendment and approval of the payment to Farmer's Table is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby amends the adopted Village of North Palm Beach Country Club budget for Fiscal Year 2024 as follows:

Budget Amendment:

Fund	Account	Description	Use	Source
Country Club	L4600-09100	Appropriated Net Position		$328,001
Country Club	L8053-33491	Contractual Services	$328,001	
Total			**$328,001**	**$328,001**

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

further approves the payment to Farmer's Table NPB, LLC in the amount of $328,000.78 pursuant to the terms and conditions of the Lease Agreement, as amended, with funds expended from Account No. L8053-33491 (Country Club – Contractual Services). The payment shall be subject to any offset for monies due and owing the Village.

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

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

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

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

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

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: September 12, 2024

SUBJECT: **RESOLUTION** – Approving a Contract with E&F Florida Enterprises, Inc. d/b/a Creative Contracting Group to renovate the Anchorage Park Dry Storage facility and replace the dog park fencing, gates, and posts for two of the Village's three dog parks at a total cost not to exceed $499,090.80 (including contingency), and authorizing the Mayor and Village Clerk to execute a Contract for such services and the required budget amendment for this expenditure in accordance with Village policies and procedures.

Background:

On July 17, 2024, the Village issued an Invitation to Bid (ITB) for the renovation of the boat storage yard at Anchorage Park. The scope of work includes grading, drainage improvements, and installation of new fencing, vegetation clearing, and new landscaping. Additionally, bidders were asked to provide pricing for three alternates related to the replacement of dog park fencing, gates, and posts for two of the Village's three dog parks.

The following firms submitted their sealed proposals by the due date of August 15, 2024 and were ranked as follows, according to bid price:

Rank	Bidder	Total Cost
1	E&F Florida Enterprises, Inc. d/b/a Creative Contracting Group	$366,609.00
2	Perez-Borroto Construction LLC, d/b/a TrueBuild Group	$386,374.00
3	SoCal Shaker Plates & Construction Site Services, LLC	$533,974.00
4	Lox Construction LLC	$831,902.27

Alternates:

Alternate	Description	E&F Florida Enterprises	Perez-Borroto Construction	SoCal Shaker Plates & Construction	Lox Construction
1	Demo and disposal	$6,500.00	$3,000.00	$14,000.00	$5,959.09
2	New fencing and posts	$38,000.00	$57,000.00	$43,213.50	$47,047.66
3	New gates and posts	$4,800.000	$24,000.00	$8,173.50	$5,705.51
	Totals:	$49,300.00	$84,000.00	$65,387.00	$58,712.26

Based on the rankings, E&F Florida Enterprises, Inc. d/b/a Creative Contracting Group provided the lowest bid for both the primary project and the alternates, when totaled.

Contract Terms:
The contract term will begin upon execution and will continue until all specified work is completed and accepted. The project, including procurement, is expected to take up to 120 days, starting from the date indicated in the Village's Notice to Proceed.

Fiscal Impacts:
The Village engineer initially estimated the budget for the dry storage project at $490,296.00, which included a 20% contingency. This estimate did not include the dog park fencing replacements, as that scope of work was added after budget discussions to secure better pricing through the bid process. E&F Florida Enterprises, Inc. d/b/a Creative Contracting Group provided a price of $366,609.00 for the dry storage project and $49,300.00 for the two dog park fencing replacements, totaling $415,909.00. Village staff is requesting a 20% contingency of $83,181.80, bringing the final project budget to $499,090.80.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Capital Projects	Parks and Recreation	K8028-66210	Construction & Major Renovation	$415,909.00
			Contingency	$83,181.80
			Total w/ Contingency	**$**499,090.80

This project will be funded utilizing "General Revenues" within the five-year Capital Improvement Plan (CIP). The "General Revenue" funds for capital items are held in the Village's CIP Fund and transferred to the project account when the item is ready to be purchased. The following budget amendment utilizes $499,091 in CIP funds for this purchase:

Budget Amendment:

Account	Description	Use	Source
K8028-66210	Construction & Major Renovation	$499,091	
K5541-66000	Reserve Expenses - Capital		$499,091
Total Capital Projects Fund		**$499,091**	**$499,091**

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 E&F Florida Enterprises Inc. d/b/a Creative Contracting Group to renovate the Anchorage Park Dry Storage facility and replace the fencing, gates, and posts at two of the Village's three dog parks at a total cost not exceed $415,909.00 (for a total budget of $499,090.80 including contingency), with funds expended from Account Number K8028-66210 (Recreation – Construction & Major Renovation) and authorizing the Mayor and Village Clerk to execute a Contract for these services and execute the necessary budget amendment for this expenditure 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 AGREEMENT WITH E&F FLORIDA ENTERPRISES INC. D/B/A CREATIVE CONTRACTING GROUP FOR RENOVATIONS TO THE ANCHORAGE PARK DRY STORAGE FACILITY AND REPLACEMENT OF DOG PARK FENCING, GATES, AND POSTS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLARK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER $499,091.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE PARKS AND RECREATION – CONSTRUCTION AND MAJOR RENOVATION CAPITAL ACCOUNT TO FUND THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued an Invitation to Bid for the renovation of the Dry Storage Facility at Anchorage Park and including replacement of the dog park fencing, gates, and posts as alternates; and

WHEREAS, Village Staff recommended accepting the lowest Bid Proposal for the base bid and the alternates submitted by E&F Florida Enterprises Inc. d/b/a Creative Contracting Group and executing an Agreement; and

WHEREAS, the Village Council seeks to amend the current Capital Projects Fund budget to transfer $499,091.00 from the Capital Reserve Account to the Parks and Recreation – Construction and Major Renovation Capital Account to fund the Agreement; 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 an Agreement with E&F Florida Enterprises Inc. d/b/a Creative Contracting Group for the renovation of the Dry Storage Facility at Anchorage Park and the replacement of the fencing, gates, and posts for two dog parks at a total cost of $415,909.00, with funds expended from Account No. K8028-66210 (Parks and Recreation – Construction and Major Renovation). Including contingency, the total project budget shall be $499,090.80. The Village Council further authorizes the Mayor and Village Clerk to execute the Agreement.

Section 3. In order to fund the Agreement, the Village Council hereby approves a budget amendment for the transfer of funds as indicated below and authorizes and directs the Mayor and Village Clerk to execute the following budget amendment for and on behalf of the Village of North Palm Beach:

Budget Amendment:

Account	Description	Use	Source
K8028-66210	Construction & Major Renovation	$499,091	
K5541-66000	Reserve Expenses - Capital		$499,091
Total Capital Projects Fund		**$499,091**	**$499,091**

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

PASSED AND ADOPTED THIS ____DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of September, 2024 by and between the Village of North Palm Beach, a municipal corporation organized and existing under the laws of the State of Florida (hereafter referred to as "Village"), whose address is 501 U.S. Highway One, North Palm Beach, Florida 33408, and E&F Enterprises Inc., a Florida corporation d/b/a Creative Contracting Group (hereafter referred to as "Contract"), whose address is 3141 Fortune Way, Suite 16, Wellington, Florida 33414.

WHEREAS, the Village desires to retain the services of the Contractor to provide the goods and services in accordance with the Village's Invitation to Bid for Dry Boat Storage Renovation and Contractor's response thereto, all of which are incorporated herein by reference.

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

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate each of the terms, conditions, and specifications set forth in the Village's Invitation to Bid for Dry Boat Storage Renovation at Anchorage Park, and Contractor's Bid Proposal submitted in response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

Contractor shall provide the goods and perform those services identified in the specifications accompanying the Village's Invitation to Bid, which are incorporated herein by reference ("Work"). The Work shall include the base bid, in addition to the three Alternates relating the replacement of the dog park fencing, gates and posts for two of the three dog parks.

ARTICLE 3. COMPENSATION

The Village shall compensate Contractor in accordance with Contractor's Bid Proposal submitted in response to the Invitation to Bid, a copy of which is attached hereto and incorporated herein, according to the terms and specifications of the Invitation to Bid.

ARTICLE 4. 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 mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the Village: Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408
Attn: Village Manager
Email: chuff@village-npb.org

ii. with a copy to: Village of North Palm Beach
603 Anchorage Drive
North Palm Beach, Florida 33408
Attn: Director of Leisure Services
Email: zsherman@village-npb.org

iii. As to the Contractor: E&F Florida Enterprises Inc. d/b/a
Creative Contracting Group
3141 Fortune Way, Suite 16
Wellington, Florida 33414
Attn: Lisa Addis, Vice President
E-mail: creativecontractor@comcast.net

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. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

a. 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 the Contract.

b. The Work shall be commenced subsequent to 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) calendar days.**

ARTICLE 6. E-VERIFY

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

shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Village has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but Contractor has otherwise complied, it shall notify Contractor, and Contractor shall immediately terminate its contract with the subcontractor.

ARTICLE 7. 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:

a. Keep and maintain public records required by the Village to perform the service.

b. Upon request from the Village's custodian of public records, provide the Village with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Village.

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

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

VILLAGE OF NORTH PALM BEACH, FLORIDA

[SEAL]

By: _____
Susan Bickel, Mayor

ATTEST:

By: _____
Jessica Green, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Leonard G. Rubin, Village Attorney

CONTRACTOR

E&F ENTERPRISES D/B/A CREATIVE CONTRACTING GROUP

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

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 **E&F Florida Enterprises Inc. d/b/a Creative Contracting Group**.

3. **E&F Florida Enterprises Inc. d/b/a Creative Contracting Group** 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:

The Village of North Palm Beach
603 Anchorage Drive
North Palm Beach, FL 33408

LEISURE SERVICES DEPARTMENT

INVITATION TO BID

DRY BOAT STORAGE RENOVATION

DUE DATE AND TIME: Thursday, August 15, 2024 @ 3:00PM

INSTRUCTIONS
Sealed Bids must be received on or before the due date and time (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation To Bid – Dry Boat Storage Renovation," due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original, three (3) copies, and one (1) electronic version on a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive The original should be marked "ORIGINAL," and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

BROADCAST
The Village of North Palm Beach utilizes electronic online services for notification and distribution of its Solicitation documents. The Village's Solicitation information can be obtained from: **a) Village's Website (Bids and Proposals)-** Please contact Leisure Services at zsherman@village-npb.org, for additional information **b) DemandStar** - Please contact DemandStar at www.demandstar.com or by calling them at 1-800-711-1712. The Village is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy Solicitation documents, the terms and conditions of the hardcopy documents will prevail.

Pre-Bid Meeting
A non-mandatory Pre-Bid meeting is scheduled for 9:00 a.m. EST on July 24, 2024 at Anchorage Park, 603 Anchorage Drive, North Palm Beach, Florida 33408. During this meeting, potential bidders will have the opportunity to ask questions and walk the site. Attendance at the Pre-Bid meeting is encouraged but not required, and failure to attend will not result in the rejection of your Proposal.

CONTACT PERSON
Any questions regarding the specifications and Solicitation process must be submitted in writing to the Leisure Services Department for the Director at zsherman@village-npb.org. To allow enough time for the Village to respond, requests for clarification and additional information should be received at least seventy-two (72) hours before the Due Date for Bids.

The Village of North Palm Beach
603 Anchorage Drive
North Palm Beach, FL 33408

LEGAL ADVERTISEMENT

INVITATION TO BID
DRY BOAT STORAGE RENOVATION

The Village of North Palm Beach is seeking Bids from qualified firms for the renovation of the Anchorage Park Dry Boat Storage Facility, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

Invitation to Bid documents are available beginning Wednesday, July 17, 2024, at 8:00 a.m. local time on the Village of North Palm Beach website at www.Village-npb.org, and following the link to the Bids and Proposals webpage, or by contacting the Leisure Services Office at (561) 841-3386. Bids documents can also be found on DemandStar as referenced on the previous page.

Sealed Bid packages must be clearly marked "Invitation To Bid - Dry Boat Storage Renovation" and delivered to the Office of the Village Clerk at 501 U.S. Highway One, North Palm Beach, Florida 33408. The deadline for submission of Bids is Thursday, August 15, 2024, at 3:00 p.m. local time. At that time, the Bids will be publicly opened and read aloud at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408.

Late Bids will not be accepted and will be returned to the sender unopened.

A non-mandatory Pre-Bid meeting is scheduled for 9:00 a.m. EST on July 24, 2024 at Anchorage Park, 603 Anchorage Drive, North Palm Beach, Florida 33408. During this meeting, potential bidders will have the opportunity to ask questions and walk the site. Attendance at the Pre-Bid meeting is encouraged but not required, and failure to attend will not result in the rejection of your Proposal.

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Solicitation package. Each Bidder shall submit **one (1) original, three (3) copies, and one (1) electronic version on a thumb drive in a usable PDF format**. Any questions regarding the completeness or substance of the Solicitation package or the goods or services must be submitted in writing via email to Zak Sherman, Director of Leisure Services, zsherman@village-npb.org at least seventy-two (72) hours before the Due Date for Bids.

The Village of North Palm Beach is exempt from Federal and State Taxes for tangible personal property tax.

The Village of North Palm Beach reserves the right to accept or reject any or all Bid submittals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the Contract to the responsive and responsible bidder it determines, in its sole discretion, will best serve the interests of the Village.

VILLAGE OF NORTH PALM BEACH, FLORIDA
Zakariya M. Sherman, Director of Leisure Services

Publish: Palm Beach County Legal Notices (https://pbcfllegalnotices.com) & DemandStar (www.demandstar.com)
July 17, 2024

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SECTION 1
GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a. Bid: any offer(s) submitted in response to an Invitation to Bid.

b. Bidder: person or firm submitting a Bid in response to an Invitation to Bid.

c. Bid Solicitation or Invitation to Bid: this Solicitation documentation, including any and all addenda.

d. Bid Submittal Form: describes the goods or services to be purchased, and must be completed and submitted with the Bid.

e. Village: shall refer to the Village of North Palm Beach, Florida.

f. Contract or Agreement: The Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the Contract or agreement between the Village and the Bidder.

g. Contractor: successful Bidder or Bidder who is awarded a Contract to provide goods or services to the Village.

h. Invitation to Bid: formal request for Bids from qualified Bidders.

i. Leisure Services Department: The Leisure Services Department of the Village of North Palm Beach, Florida.

j. Responsible Bidder: A Bidder which has the capability in all respects to perform in full the Contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.

k. Responsive Bidder: A Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.

1.2 CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Code, all Solicitations, once bids are received and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

1.3 ADDENDUM

The Leisure Services Department may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

1.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable local, State, and Federal laws and regulations.

1.5 CHANGE OF BID

Prior to the scheduled Bid opening, a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

1.6 WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Leisure Services Department prior to the Bid opening date may withdraw a Bid.

1.7 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.8 PROMPT PAYMENT TERMS

It is the policy of the Village of North Palm Beach that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the Village. In accordance with Section 218.735, Florida Statutes, the time at which payment shall be due from the Village shall be twenty-five (25) business days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.

1.9 DISCOUNTS (PROMPT PAYMENTS)

Discounts will not be applicable to this contract.

1.10 PREPARATION OF BIDS

a. *The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.*

b. *An authorized agent of the Bidder's firm must sign the Bid submittal form.* ***Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.***

c. *The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.*

d. *The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid."*

e. *When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.*

f. *Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier errors, traffic, illness, or any other issues.*

1.11 CANCELLATION OF BID SOLICITATION

The Village of North Palm Beach reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the Village.

1.12 AWARD OF CONTRACT

a. *The Contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The Village reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The Village shall be the sole judge of its best interest.*

   The Village reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Village's best interest to do so.

b. *The Village reserves the right to negotiate prices* ***with the responsive and responsible low Bidder****, provided that the scope of work of this Solicitation remains the same.*

c. *The Bidder's performance as a prime Contractor or subcontractor on previous Village Contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.*

d. *The Village will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.*

e. *The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the Contract.*

f. *The Leisure Services Director will decide all tie Bids.*

g. *Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.*

h. *The Village reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the Village deems necessary.*

1.13 CONTRACT EXTENSION

Contract extensions will not be applicable to this contract.

1.14 WARRANTY

All warranties express and implied shall be made available to the Village for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the Village, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the Village's anticipated needs and/or usage; and (b) the Village may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the Contract period. The Village is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.16 NON-EXCLUSIVITY

It is the intent of the Village to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other Contracts, use of any Contractor, or perform the work with its own employees.

1.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the Village and the successful Bidder, continue until completion at the same prices, terms, and conditions.

1.18 LAWS AND REGULATIONS

The awarded Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

1.19 LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder. The Village will reimburse the awarded Bidder all required permit fees.

1.20 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the Village. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Village may result in termination of the Contract for default.

1.21 ASSIGNMENT

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this Contract, including any rights, title, or interest therein, or its power to execute such Contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the Contract for default.

1.22 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Village or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The Village may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

1.23 INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this Contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village or its officers, employees, agents, and instrumentalities as herein provided. Nothing contained herein shall create a contractual relationship with or a cause of action in favor of any third party against either the Village or the awarded Bidder, not shall it be construed as a waiver of the Village's sovereign immunity beyond the limited waiver provided in Section 768.28, Florida Statutes.

1.24 COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any Village purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the Village, stating either that the Contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the Contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for Contract award.

1.25 MODIFICATION OF CONTRACT

The Contract may be modified by mutual consent, in writing, through the issuance of a modification to the Contract, a supplemental agreement, purchase order, or change order, as appropriate.

1.26 TERMINATION FOR CONVENIENCE

The Village, at its sole discretion, reserves the right to terminate any Contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the Contract. The Village shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The Village shall be the sole judge of "reasonable costs."

1.27 TERMINATION FOR DEFAULT

The Village reserves the right to terminate this Contract, in part or in whole, in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. The awarded Bidders' failure to timely cure any default shall serve to automatically terminate any Contract entered into pursuant to this ITB. The Village further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate Village ordinances, resolutions, and/or policies. The vendor will be notified by letter of the Village's intent to terminate. In the event of termination for default, the Village may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

1.28 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its Contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The Village, as a further sanction, may terminate or cancel any other Contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.29 ACCESS AND AUDIT OF RECORDS

The Village reserves the right to require the awarded Bidder to submit to an audit by an auditor of the Village's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the Village for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

1.30 OFFICE OF THE INSPECTOR GENERAL

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

1.31 PRE-AWARD INSPECTION

The Village may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

1.32 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the Village in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the Village in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the Village may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

1.33 ADDITIONAL FEES AND SURCHARGES

Unless provided for in the Contract/agreement, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

1.34 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

1.35 BINDING EFFECT

All of the terms and provisions of this Contract/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.

1.36 NON-APPROPRIATION

The Village's obligation pursuant to any Contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any Contract or agreement awarded shall result in automatic termination of the Contract or agreement. A non-appropriation event shall not constitute a default or breach of said Contract or agreement by the Village.

1.37 GOVERNING LAW, VENUE AND REMEDIES.

This Contract 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 conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. ***The Village and Contractor knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.***

1.38 ATTORNEY'S FEES

It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this Contract or interpret same, or if any administrative proceeding is brought for the same purposes, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including appellate fees and costs.

1.39 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Village of North Palm Beach complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color, or national origin, and therefore is committed to assuring equal opportunity in the award of Contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this Contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the Contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

The awarded Bidder further acknowledges and agrees to provide the Village with all information and documentation that may be requested by the Village from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

1.40 AVAILABILITY OF CONTRACT TO OTHER VILLAGE DEPARTMENTS

It is agreed and understood that any Village department or agency may access this Contract and purchase the goods or services awarded herein. Each Village department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

1.41 CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a Contract employee or Contracting with a Bidder, the Village may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The Contract employee or Bidder will be required to sign an authorization for the Village to access criminal background information. The costs for the background checks shall be borne by the Village.

1.42 LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant Contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

1.43 PURCHASE OF OTHER ITEMS

The Village reserves the right to purchase other related goods or services, not listed in the Solicitation, during the Contract term. When such requirements are identified, the Village may request price quote(s) from the awarded Bidder(s) on the Contract. The Village, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another Contract vendor, or a non-Contract vendor.

1.44 CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach. Further, all Bidders must disclose the name of any Village employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the Village.

1.45 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity; may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work; may not submit Bids on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity.

1.46 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the Village of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the Village.

1.47 FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the Contract, it is hereby agreed and understood that the Village reserves the authority to cancel the Contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the Village exercises this authority, the Village shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the Village in accordance with the Contract specifications. The Village may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original Contract price which were incurred by the Village as a result of having to secure the services of another vendor.

1.48 CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the Village, within three (3) calendar days after the Village notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the Village may (a) place the awarded Bidder in default of its Contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the Village for this work or items, either through a credit memorandum or through invoicing.

1.49 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this Contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the Village.

1.50 OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

1.51 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Village by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the Contract cancelled; or (2) the Village may require the awarded Bidder to replace the materials at the Bidder's expense.

1.52 TAXES

The Village of North Palm Beach is exempt from Federal and State taxes for tangible personal property.

1.53 BIDDER'S COSTS

The Village shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

1.54 SUBSTITUTION OF PERSONNEL

It is the intention of the Village that the awarded Bidder's personnel proposed for the Contract shall be available for the initial Contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the Contract for cause.

1.55 FORCE MAJEURE

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

a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the Contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.56 NOTICES

Notices shall be effective when received at the addresses specified in the Contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Proposer and the Village of North Palm Beach.

1.57 SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to Section 287.0571, Florida Statutes, the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Village may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to select a contractor for the renovation of the Anchorage Park Dry Boat Storage Facility at Anchorage Park, 603 Anchorage Drive, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

2.2 CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted

2.3 PRE-BID CONFERENCE

A non-mandatory Pre-Bid meeting is scheduled for 9:00 a.m. EST on July 24, 2024 at Anchorage Park, 603 Anchorage Park, North Palm Beach, Florida, 33408. During this meeting, potential bidders will have the opportunity to ask questions and walk the site. Attendance at the Pre-Bid meeting is encouraged but not required, and failure to attend will not result in the rejection of your Proposal.

2.4 TERM OF CONTRACT

The Term of the Contract shall commence on the date of contract execution and shall continue until the satisfactory completion and acceptance of the works specified in the contract. The expected duration of the project, including procurement, is one hundred and twenty (120) days, commencing from the start date specified in the Village issued Notice to Proceed.

The Contractor shall complete all work, including but not limited to construction, renovation, and installation works, in accordance with the project timeline outlined in the contract. Any delays or extensions beyond the initial estimated completion date must be duly justified and are subject to approval by the Village of North Palm Beach.

Additionally, the Contractor is responsible for thorough site restoration and cleanup, including the repair of any areas used as staging or damaged during the project.

It is understood that the completion date is an estimate and may be subject to changes due to unforeseen circumstances. In such cases, the Contractor will provide timely notification and justification for any requested extensions. All extensions are subject to the review and approval of the Village of North Palm Beach.

2.5 OPTIONS TO RENEW

Renewal options are not included with this contract solicitation.

2.6 VENDOR REQUIREMENTS

The Village will award this Contract to the lowest priced responsible Bidder. The responsible Bidder must successfully demonstrate that they:

- are a licensed and bonded General Contractor within Florida.
- have successfully completed similar projects within the last three (3) years.
- can provide at least three (3) references from past projects.

The Village reserves the sole right to waive any of the requirements outlined above in selection

of a contractor to provide renovation and utility upgrade services.

2.7 PRICES

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall remain fixed and firm during the Contract Term, except for any price adjustments that may be allowed elsewhere in this Contract.

2.8 PRICE ADJUSTMENTS

Price adjustments will not be applicable to this contract.

2.9 EXAMINATION OF CURRENT DRY BOAT STORAGE FACILITY

The Village will arrange for bidders to inspect the existing Dry Boat Storage Facility and its surrounding area before submitting their bids. We encourage all interested parties to thoroughly evaluate the site.

2.10 EQUAL PRODUCTS

Intentionally Omitted

2.11 TIME IS OF THE ESSENCE/LIQUIDATED DAMAGES

Time is of the essence in all respects under this Contract, and the parties agree that the Village will suffer financial loss if the work contemplated herein is not completed within the time specified, including any authorized extensions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Village if the work is not completed on time. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay to the Village an amount equal to one thousand dollars ($1,000.00) per day for each calendar day that expires after the time specified for completion. Liquidated damages may be deducted from payments due to the Contractor.

2.12 INSURANCE

The awarded Bidder shall not commence any performance pursuant to the terms of this Bid until certification or proof of insurance has been received and approved by the Village.

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

The awarded Bidder must submit a current Certificate of Insurance, naming the Village of North Palm Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

The awarded Bidder shall provide insurance coverage as follows:

i. WORKERS COMPENSATION

Awarded Bidder shall carry Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The Village reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation.

ii. COMPREHENSIVE GENERAL LIABILITY

Awarded Bidder shall carry Comprehensive General Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00); and include Products/Completion Liability of One Million Dollars ($1,000,000). Such certificate shall list the Village as additional insured.

NOTE: If Comprehensive General Liability limits are less than One Million Dollars ($1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars ($1,000,000.00).

iii. AUTOMOBILE LIABILITY

Awarded Bidder shall carry Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars ($1,000,000.00) each occurrence.

The awarded Bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of North Palm Beach as an additional insured.

2.13 BID BOND/GUARANTY

Intentionally Omitted

2.14 PERFORMANCE BOND

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

2.15 CERTIFICATIONS

Any Bidder which submits an offer in response to this Solicitation shall, at the time of such offer, hold the applicable certificate or license, issued by the State or County Examining Board qualifying the Bidder to perform the work under this Contract. A copy of the License or Certificate should be submitted with the Bid.

2.16 METHOD OF PAYMENT

The awarded Bidder shall submit an invoice to the Village department after the work has been completed and accepted by the Village. The date of the invoice shall not exceed thirty (30) calendar days from completion and acceptance of the work. Under no circumstances shall the invoice be submitted to the Village in advance of the completion and acceptance work. The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the work performed, the Contract number, purchase order number, and any discounts.

2.17 DELIVERY REQUIREMENTS

Intentionally Omitted

2.18 WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the Bidder, the Bidder shall warrant its products and/or services against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials, and/or equipment by the Village. This warranty requirement shall remain in force for the full period, regardless of whether the Bidder is under Contract with the Village at the time of defect. Any payment by the Village on behalf of the services received from the Bidder does not constitute a waiver of these warranty provisions.

2.19 ADDITIONAL DEPARTMENTS

Although this Solicitation and resultant contract identifies the Leisure Services Department as the main user department of this Contract, it is hereby agreed and understood that any Village department or agency facility may be added to this contract at the option of the Village, for similar services.

2.20 ADDITIONAL GROUPS

Although this Solicitation and resultant contract identifies specific trades and work classifications (Groups), the Village reserves the right to advertise for and add additional Groups to this Contract at any time during the Contract term, when such is in the best interest of the Village.

2.21 CLEAN UP

The awarded Bidder shall remove all unusable materials and debris from the work areas at the end of each workday and dispose of them in an appropriate manner. Staging areas must also be kept orderly and free of debris. Upon final completion, the awarded Bidder shall thoroughly clean up all areas where work has been involved, including staging areas, as mutually agreed with the Village's authorized representative.

2.22 DEMONSTRATION OF EQUIPMENT

Intentionally Omitted

2.23 HOURLY RATE

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

The hourly rate shall be paid based on each actual hour worked, or part thereof.

2.24 PATENTS AND ROYALTIES

The awarded Bidder, without exception, shall indemnify and hold harmless the Village and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Bidder. The awarded Bidder has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Bidder, or is based solely and exclusively upon the Village's alteration of the article. The Village will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Bidder may, at its option and expense, procure for the Village the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Village agrees to return the

article on request to the awarded Bidder and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Bidder uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.25 PRE-CONSTRUCTION CONFERENCE

The awarded Bidder shall schedule a Preconstruction Conference, with the Village of North Palm Beach Leisure Services Department, within ten (10) days of notification of award. The Preconstruction Conference shall be held a minimum of fifteen (15) business days in advance of construction commencement.

2.26 RELEASE OF CLAIM REQUIRED

Pursuant Section 255.05, *Florida Statutes* all payments to the subcontractors shall be made by the awarded Bidder within ten (10) days of receipt of the partial payment from the Village. With the exception of the first partial payment, the awarded Bidder must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the partial payment by the awarded Bidder for monies due such subcontractors and suppliers as a result of a percentage of the work completed. The awarded Bidder must provide the Village's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Bidder. In the event such affidavits cannot be furnished, the awarded Bidder may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

2.27 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

No subcontracting will be allowed for the work projects contemplated in the Contract resultant from this Solicitation. However, for certain projects or emergencies, the Village may allow the awarded Bidder to sub-contract some of the work, if such sub-contracting is deemed necessary, by the Village, for the effective and proper completion of the work.

2.29 OTHER FORMS OR DOCUMENTS

If the Village is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder’s forms or documents.

2.30 CONDITIONS OF WORK; DAMAGES

If property (public or private) is damaged while the awarded Bidder is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the awarded Bidder in a manner acceptable to the Village. The property shall include, but not be limited to: boat docks, boat lifts, pilings, playing field surfaces, irrigation installations, structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

The awarded Bidder shall submit to the Village for review, pictures or video of the work site(s) having pre-existing damage to structures, playing field surfaces, irrigation and drainage installations, parkways, sidewalks, approaches, sod, swales, adjacent improvements, etc. before beginning work. Failure to do so shall obligate the awarded Bidder to make repairs as per the terms of this Section.

Notwithstanding the above, the awarded Bidder must take all necessary and reasonable precautions to prevent disruption or damage to Village facilities and properties, and private properties. If the awarded Bidder believes that work assigned may cause unpreventable damage, the awarded Bidder must bring the situation to the attention of the authorized Village representative so that mitigation methods can be developed. Such mitigation efforts by the Village, shall not absolve the awardee Bidder from responsibility to repair and make good any damage to public or private property.

2.31 HOURS OF WORK

The Village's normal hours of work are: Mondays – Fridays, 8:00am – 5:00pm; except for holidays. Any work performed outside these hours shall be properly identified and categorized as after-hours or weekend work.

Since emergencies may occur at any time, emergency work will be compensated based on the specific rates offered by the awarded Bidder for such work, whether the work is performed during normal working hours, weekends, or on holidays.

2.32 APPEARANCE

The awarded Bidder(s) shall be responsible for the appearance of all its employees while assigned on Village projects. The Bidder's employees must wear clean clothing, and attire acceptable to the Village, and must meet all appropriate protective and safety regulations.

SECTION 3
SCOPE OF SERVICES

3.1 GENERAL REQUIREMENTS

The Village of North Palm Beach is seeking bids from qualified firms to provide renovation services for the existing dry boat storage facility located at Anchorage Park, 603 Anchorage Drive, within the Village of North Palm Beach, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid. The scope of work for this project includes various improvements to make the facility work better and look nicer. The specific tasks will include, but may not be limited to, the following:

1. Fence Replacement: Taking down the old fence and putting up a new one, along with three gates.
2. Vegetation Clearance: Removing existing vegetation in certain areas, especially along north fence line.
3. Grading and Drainage Improvements: To manage water effectively on the site and enhance aesthetics.
4. Concrete Pad for Dumpster: Building a new concrete pad for the dumpster area.
5. Applying Millings: Spreading millings in certain areas to harden up surface.
6. Installing Landscape Timbers: Installing landscape timbers to delineate parking spaces.
7. Installing Bollards & Signage: Adding bollards in each parking space to prevent boats from damaging the fence, and adding signage to bollard and fence (if applicable) to specify stall number.
8. Landscaping: Laying new sod in select areas and planting a hedge around the fence perimeter to enhance the appearance.

Additional construction scope requirements are as follows:

1. Construction duration 120 Calendar Days from "Village-issued Notice to Proceed". Contractor shall provide a bar-chart schedule indicating the Work Breakdown Structure and all construction activities complete with actual and anticipated start and end dates, and construction durations, subject to Village approval.
2. Contractor proposal shall include all labor, materials, equipment, mobilization, and permit fees. Permit fees are waived for permits issued by the Village of North Palm Beach.
3. Performance and Payment Bond shall be required for all projects where the total cost is greater than or equal to $200,000.
4. Site preparation to include accommodations for equipment/material storage, dumpster placement, and construction worker parking.

The successful Bidder will be required to enter into a contract with the Village that outlines the terms and conditions for renovating the facility. On site viewing of the proposed renovation location may be arranged by contacting Zak Sherman at 561-841-3384.

It is anticipated that construction of the project would begin in October 2024. Timely completion of the storage facility is expected.

This proposal will close at 3:00 p.m. August 15, 2024.

The awarded Bidder will provide services in accordance with the approved civil engineering plans contained in Section 9 – Exhibits.

(Remainder of this page is intentionally left blank.)

BID SUBMITTAL

<u>THIS PAGE</u> and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation To Bid – Dry Boat Storage Renovation Services," due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive The original should be marked "ORIGINAL," and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid: Dry Boat Storage Renovation Services

Due Date and Time: Thursday, August 15 @ 3:00PM

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION AND PRICING

4.1 SUMMARY INFORMATION

To be considered for evaluation, the Bidder must submit the following Company Summary information.

Name of Firm: _____

Owner or Principal: _____

Years in Business: _____

Number of Employees: _____

Name of Primary Contact: _____

Telephone of Primary Contact: _____

Email Address of Primary Contact: _____

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.
- have successfully completed similar projects within the last three (3) years.
- can provide at least three (3) references from past projects.

4.2 PRICING SCHEDULE - PRICES AND RATES

The Bidder must offer a price on <u>all items</u> being bid. See schedule on following page.

(Remainder of this page is intentionally left blank.)

Anchorage Park - Boat Storage Lot
Pricing Schedule

Engenuity Project No. 03045.104

	Description	Unit	Quantity	Unit Cost	Total
1	Mobilization/Demobilization and General Conditions	LS	1		
2	Maintenance of Traffic	LS	1		
3	NPDES Compliance	LS	1		
4	Demolition	LS	1		
5	Clearing & Grubbing	LS	1		
6	Earthwork	LS	1		
7	12" Stabilized Subgrade	SY	6,287		
8	Signage	LS	1		
9	8' Chain Link Fence 6 gauge	LF	1,692		
10	Wood ID Post	EA	128		
11	Landscape Timber (Pressure Treated Landscape Timber from Home Depot 3"x4"x8')	LF	5,022		
12	Hedge	LF	732		
13	Swing Gate	EA	4		
14	Steel Bollard	EA	11		
15	Type 'C' Inlet	EA	2		
16	Pollution baffle	EA	2		
17	18" HDPE	LF	80		
18	Exfiltration Trench	LF	70		
19	6" Reinforced Concrete	SY	37		
20	Sod	SY	332		
21	Seed + Mulch	SY	6,287		
22	Irrigation (Adjust Existing)	LS	1		
				TOTAL	
23	**Alternate 1:** Demolition & Disposal of old fencing, posts, and gates for 2 dog parks at Anchorage Park	LS	1		
24	**Alternate 2:** Purchase and Installation of new 6' black coated chain link fence 6 gauge (including both line and corner posts) for 2 dog parks at Anchorage Park	LF	950 (est.)		
25	**Alternate 3:** Purchase and Installation of new 6' high, 6' wide black coated swing gates (including the gate posts) for 2 dog parks at Anchorage Park	EA	8 gates		
				TOTAL	

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS

1280 N. Congress Ave., Suite 101
West Palm Beach, FL 33409
561-655-1151 | CA#7095

Adam Swaney, P.E.
FL License #72235

PAY ITEMS

Anchorage Park – Boat Storage Lot

Project: 03045.104

Pay Items Notes:

Item 1	Payment for mobilization/demobilization, insurance, bond, license, density testing and other miscellaneous administrative costs, and all other costs to the contractor not specifically identified in the costs of other work under the contract will be made at the contract lump sum price bid for the item. No additional payment shall be made for transportation, communications, office maintenance, and other incidental work or services, and no further payment shall be made for remobilization unless all of the work is suspended by the engineer for a period in excess of three months and through no fault to the contractor. The contract unit price shall include compensation for labor, materials, equipment and all other incidentals required to complete this item.
Item 2	Lump sum price includes all mot signs, posts, barricades, connections, installation and removal. Includes maintenance of traffic and detours as required around the construction areas, removal and reinstallation of existing traffic signs, and maintenance of driveways during construction to allow access to property.
Item 3	Include preparation, submittal, and approval of NPDES Permit Application (Notice of Intent and Notice of Termination), reporting by a person holding a certification as an FDEP NPDES Construction Site Inspector, preparing Stormwater Prevention Pollution Plan (SWPPP) and implementation of best management practices (BMP) and environmental pollution protection throughout construction including but not limited to silt fences, temporary stabilized gravel construction entrance(s), concrete wash down area(s), sandbags, straw bales, gutter buddies adjacent to existing and proposed curb inlets, and drainage structure/inlet protection as outlined in the DRAWINGS and required by the VILLAGE.
Item 4	Includes labor, equipment, supplies, material, transportation, handling, storage, and performing all operations pertaining to the required demolition and disposal of items shown to be removed in the plans.
Item 5	Includes labor, equipment, supplies, material, transportation, handling, storage, and performing all operations pertaining to the required clearing, grubbing and disposal of vegetation, roots, or organic materials required to be removed.
Item 6	Includes labor, equipment, supplies, material, transportation, handling, and storage, and performing all operations pertaining to the required earthwork. Includes all trench excavation, backfill, bedding, and foundation material.
Item 7	Includes all labor, material, equipment and incidentals necessary to provide 12 inches of stabilized subgrade with a minimum limerock bearing ratio of 40. To include but not limited to grading, subgrade shaping, stabilizing, and testing.
Item 8	Includes all labor, material, equipment and all other appurtenances required to furnish and install the signage to comply with project plans.
Item 9	Includes all labor, material, and equipment for the installation of the 8’ tall, 6 gauge Chain Link Fence. All trees, brush, and other obstacles which interfere with construction of fencing shall be removed or relocated as directed by the Village.

Item 10	Includes all labor, material, and equipment required to furnish and install the of the wood identification posts as detailed in the plans.
Item 11	Includes all labor, material, and equipment required to furnish, install and paint the pressure treated landscape timber with the dimensions 3”x4”x8”. This price shall include the rebar stakes.
Item 12	Includes all labor, material, and equipment for the installation of the hedge as noted in the plans.
Item 13	Includes all labor, material, and equipment required to furnish and install the swing gate. This includes the post, top and bottom rails, gates, hardware, and all else necessary for a complete and functional installation.
Item 14	Includes all labor, material, and equipment required to furnish and install the steel bollard. The fixed bollards shall be constructed in accordance with the plan details.
Item 15	Includes all labor, material, and equipment required to furnish and install the Type C drainage inlets.
Item 16	Includes all labor, material, and equipment required to furnish and install the pollution baffle. The pollution baffle shall be constructed in accordance with the plan details.
Item 17	Includes all labor, material, and equipment required to furnish and install the 18-inch High Density Polyethylene Drainage pipe. The 18-inch HDPE pipe shall be constructed in accordance with the plan details.
Item 18	Includes all labor, material, and equipment required to furnish and install the exfiltration trench. Includes all pipe fittings, aggregate, filter fabric, trench excavation and backfill, trench compaction and disposal of excess materials.
Item 19	Includes all labor, material, and equipment required to furnish and install the reinforced concrete pad as detailed in the plans
Item 20	Includes all materials, labor, equipment, and incidental costs connected with the grading, re-sodding and repair and re-setting of any irrigation heads or pipes disturbed.
Item 21	Includes all labor, material, and equipment for the installation of the seed and mulch.
Item 22	Includes all labor, material, and equipment for the repair and adjusting of the existing irrigation system.
Item 23	Includes all labor, materials, and equipment for the demolition and disposal of old fencing, posts, and gates at two dog parks in Anchorage Park.
Item 24	Includes all labor, materials, and equipment for the purchase and installation of a new 6' black coated chain link fence (6 gauge) and posts at two dog parks in Anchorage Park.
Item 25	Includes all labor, materials, and equipment for the purchase and installation of new black coated 6' high, 6' wide swing gates (8 total), including posts, for two dog parks at Anchorage Park.

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

_____

Street Address:

_____

Mailing Address (if different than Street Address):

_____

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Sworn Statement on Discrimination

e. Scrutinized Vendor Certification

f. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest.

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

DRUG-FREE WORKPLACE

_____is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a),
FLORIDA STATUTES, ON DISCRIMINATION

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

by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is _____
_____

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

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

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

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

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

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

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

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

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

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

_____
(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires:

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is _____
_____

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

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

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

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

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand

that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

_____

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 20__ by _____, who is personally known to me or produced _____ as identification.

_____

Notary Public
My Commission Expires:

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 20__, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature_____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

SECTION 8
SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Invitation to Bid. This is a sample agreement only and is subject to revisions. PLEASE DO NOT COMPLETE.

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ___ day of _____, 20__, (the "effective date") by and between the Village of North Palm Beach, a Florida municipal corporation ("Village"), whose address is 501 U.S. Highway One, North Palm Beach, Florida 33408, and _____, a corporation (hereafter referred to as "Contractor"), whose address is _____.

WHEREAS, the Village desires to retain the services of the Contractor to provide the goods and services in accordance with the Village's Invitation to Bid No._____, and the Contractor's response thereto, all of which are incorporated herein by reference.

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

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the Village's Invitation to Bid for Dry Storage Renovation at Anchorage Park, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Village's Invitation to Bid, which are incorporated herein by reference ("Work").

ARTICLE 3. COMPENSATION

The Village shall pay to the Contractor, in compliance with the Contractor's Bid Proposal attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. 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 mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the Village: Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408
Attn: Village Manager
Email: chuff@village-npb.org

ii. with a copy to: Village of North Palm Beach
603 Anchorage Drive
North Palm Beach, Florida 33408
Attn: Director of Leisure Services
Email: zsherman@village-npb.org

iii. As to the Contractor: _____
_____
_____
Attn.:_____
Email:_____

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. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

a. 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 the Contract.

b. The services provided by Contractor shall be commenced subsequent to 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) calendar days.**

ARTICLE 6. E-VERIFY

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

shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Village has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but Contractor has otherwise complied, it shall notify Contractor, and Contractor shall immediately terminate its contract with the subcontractor.

ARTICLE 7. 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:

a. Keep and maintain public records required by the Village to perform the service.

b. Upon request from the Village's custodian of public records, provide the Village with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Village.

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

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

VILLAGE OF NORTH PALM BEACH, FLORIDA

[SEAL]

By: _____
Susan Bickel, Mayor

ATTEST:

By: _____
Jessica Green, CMC, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Leonard G. Rubin, Village Attorney

CONTRACTOR

_____,

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

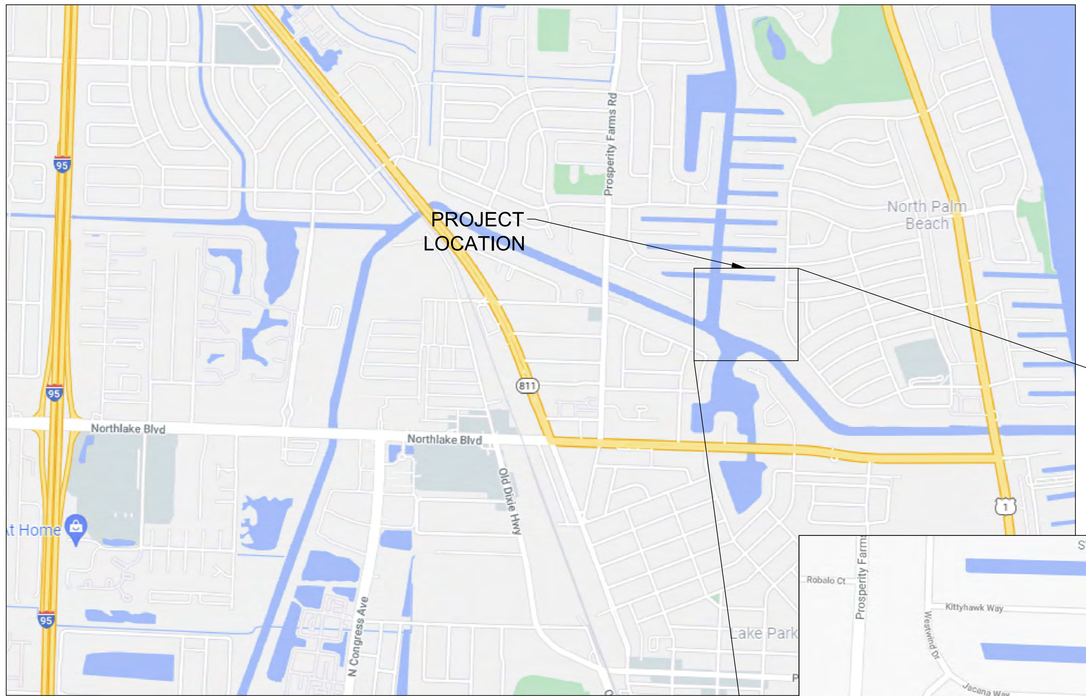
Print Name: _____

SECTION 9
EXHIBITS

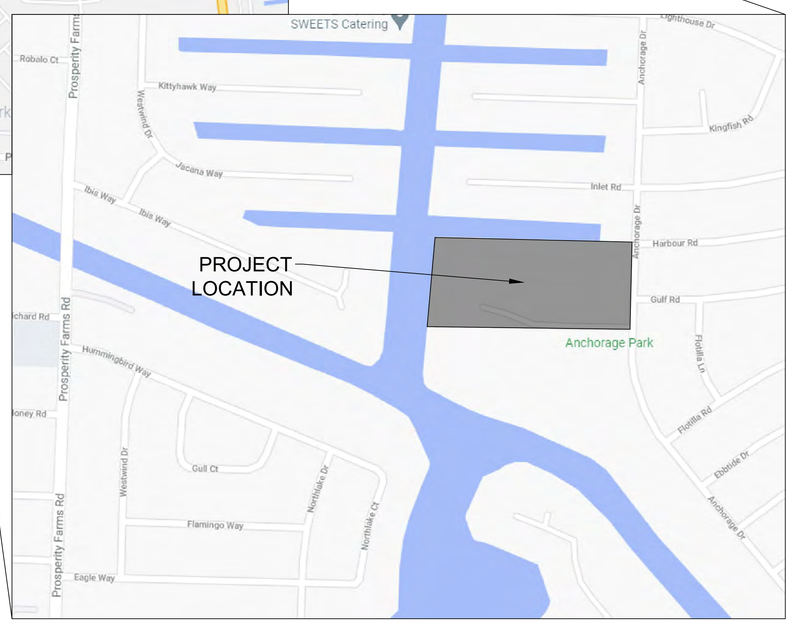
Engenuity Civil Engineering Plans

CIVIL ENGINEERING PLANS
FOR
ANCHORAGE PARK -BOAT STORAGE

PREPARED FOR:
VILLAGE OF NORTH PALM BEACH, FLORIDA
PROJECT # 03045.104



LOCATION MAP
N.T.S.



LOCATION MAP
N.T.S.

DRAWING INDEX:

1	COVER SHEET
2	PAVING, GRADING & DRAINAGE PLAN
3	STALL LAYOUT EXHIBIT
4	CROSS SECTIONS
5	GENERAL NOTES

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MAY 2024

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ADAM SWANEY, P.E.
No. 72235

ANCHORAGE PARK BOAT STORAGE
603 ANCHORAGE DRIVE
NORTH PALM BEACH, FLORIDA
COVER SHEET

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WEST PALM BEACH, FLORIDA 33409
PH. (561) 855-1454 • FAX (561) 33-4390
WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #7095

DATE	MAY 2024
DRAWN	JC
PROJECT ENGINEER	ACS
PROJECT MANAGER	ACS
CHECKED	KBJ

SHEET NO. 1 / 5

JOB NO. 03045.104

J:\Land Projects\R2\03045.104\Reduced scope plan\COVER SHEET.dwg DATE: 4/29/2024 5:40 PM

PLOT: 6/11/2024 8:53:46 PM

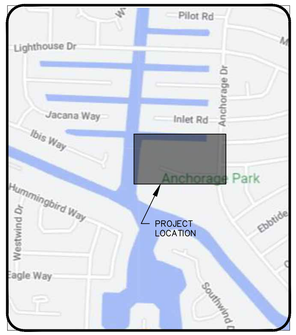
LEGEND

PROPOSED

- GRADING
- STABILIZED SOD PARKING
- CATCH BASIN
- DRAINAGE FLOW DIRECTION
- 12.55 PROPOSED ELEVATION

GENERAL NOTES

1. CONTRACTOR TO MAINTAIN ENTRANCE ACCESS THROUGHOUT CONSTRUCTION PROCESS.
2. ALL ELEVATIONS ARE REFERENCED TO THE 1929 NGVD.
3. TOPOGRAPHIC SURVEY PERFORMED BY ENGENUITY GROUP INC.
4. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
5. SEED & MULCH ALL DISTURBED AREAS WITHIN THE BOAT STORAGE LOTS.
6. SOD DISTURBED AREAS OF THE PARK TO MATCH EXISTING.
7. CONTRACTOR SHALL PROVIDE STAKING AND RECORD DRAWINGS BY LICENSED SURVEYOR.



LOCATION MAP
N.T.S.

N

GRAPHIC SCALE
0 30 45 60
SCALE: 1" = 30'

PROPERTY LINE
EXISTING TREES (TO BE REMOVED)
(37)12'x25' STALLS
PROPOSED 8' HIGH CHAIN LINK FENCE
VEGETATION TO BE CLEARED WITHIN 3' OF FENCE.
(2)12'x25' STALLS
EXISTING TREES (TO BE REMOVED)
SILT FENCE (TYP)
(13)12'x30' STALLS
EXISTING FENCE (TO BE REMOVED) (TYP)
EXISTING POLE (TO BE REMOVED BY OTHERS)
TYPE C1 INLET#2 RIM EL=8.60 INV. EL=3.00
SILT FENCE (TYP)
EXISTING FENCE (TO BE REMOVED) (TYP)
TRAFFIC FLOW DIRECTION
LOT #1
(1)12'x32' STALL
(4)12'x30' STALLS
(5)12'x25' STALLS
(13)12'x40' STALLS
(1)12'x35' STALL
LOT #3
(8)12'x25' STALLS
(9)12'x30' STALLS
LOT #4
TYPE C1 INLET#1 RIM EL=7.90 INV. EL=3.00
(3)12'x35' STALLS
(3)12'x35' STALLS
EXISTING OVERHEAD LINES (TO BE REMOVED BY OTHERS)
EXISTING TREES (TO BE REMOVED) ELEC EQUIP REMOVED BY OTHERS
6"x6" WOOD POST (TYP)
EX. WALL TO BE REMOVED. AREA TO BE GRADED AT 4:1 SLOPE, COMPACTED AND SODDED.
AREA TO BE RE-GRADED AND SODDED WITH BAHIA. 4:1 MAX SLOPE
EXISTING TREES (TO BE REMOVED)
PROPOSED 8' HIGH CHAIN LINK FENCE
80 LF 18" HDPE W/ 70 LF EXFIL. TRENCH
EXISTING WALKWAY
EXISTING WALKWAY (TO REMAIN)
14' WIDE SWING GATE
EXISTING TREE (TO BE REMOVED)
EXISTING POLE (TO BE REMOVED BY OTHERS)
2' OFFSET FROM FENCE (TYP)
(4)12'x40' STALLS
(3)12'x30' STALLS
TRAFFIC FLOW DIRECTION
(5)12'x35' STALLS
(5)12'x30' STALLS
EXISTING TREES TO REMAIN (TYP)
HEDGE (COCOPLUM, PITCH APPLE, AND FAKAHATCHEE GRASS) (PER NPB) 7 GALLON @3' O.C. (TYP)
14' WIDE SWING GATE
DUMPSTER AREA (SEE DETAIL)
MATCH EX. GRADE
14' WIDE SWING GATE
(10) 6" STEEL BOLLARDS
PROPOSED FUTURE ELECTRICAL LAYOUT
8.60
8.30
8.08
8.50
6.90
8.7±
8.2±
8.8±
8.5±
8.8±
8.8±
DUMPSTER ENCLOSURE
TRAILER PARKING
BROKEN ASPHALT ROAD
VOLLEY BALL AREA
BLEACHERS
TRASH CAN
STEPS
TRIM ELEVATION=6.17' SET 5/8" IRON ROD AND CAP "LCE TRAV"
TRIM ELEVATION=8.46' SET 5/8" IRON ROD AND CAP "LCE TRAV"
TRIM ELEVATION=9.33' NO NAIL AND CAP "LCE TRAV"
RIM=6.74' (FULL OF SLUDGE)
RIM=7.68' S.INV.=4.51'(8"PVC) E.INV.=4.32' (6"PVC)
RIM=8.05' E.INV.=5.09' (12"PVC) BOTTOM=4.87'
RUN=2.09' (8"PVC) S.INV.=2.93' (8"PVC)
POST OF CHAIN LINK FENCE
ADA RAMP
DRN
(8.1)EX
(7.4)EX
(9.0)EX
(9.8)EX

811
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ADAM SWANEY, P.E.
NO. 72235

ANCHORAGE PARK BOAT STORAGE
603 ANCHORAGE DRIVE
NORTH PALM BEACH, FLORIDA
PAVING GRADING & DRAINAGE PLAN

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J:\Land Projects R\2030\45.104\Revised scope plan\030345.104 P430.dwg DATE: 6/11/2024 8:53 PM

DATE	MAY 2024
DRAWN	JC
PROJECT ENGINEER	ACS
PROJECT MANAGER	ACS
CHECKED	KBJ

SHEET NO. C-2
2 / 5

JOB NO. 03045.104

PLOT: 6/11/2024 8:53:56 PM

MAY 2024, 100%

LOT #1 STALLS

PROPOSED	
SIZE	AMOUNT
12'x25'	37
12'x30'	4
TOTAL	
41	

LOT #3 STALLS

PROPOSED	
SIZE	AMOUNT
12'x20'	2
12'x25'	22
12'x30'	9
12'x32'	1
12'x40'	13
TOTAL	
47	

LOT #4 STALLS

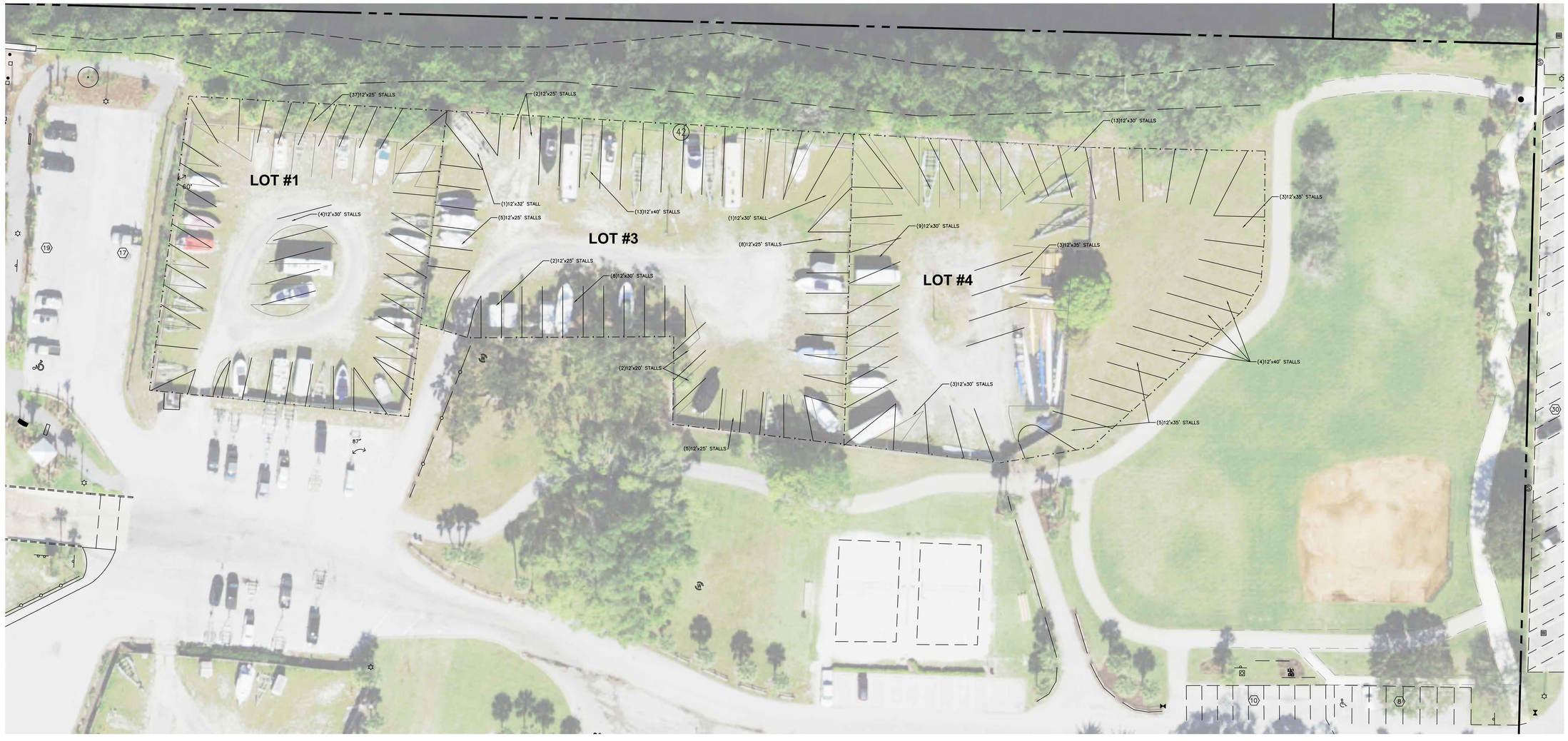
PROPOSED	
SIZE	AMOUNT
12'x30'	25
12'x35'	11
12'x40'	4
TOTAL	
40	

LOT #1	
EXISTING STALLS	PROPOSED STALLS
34	41

LOT #3	
EXISTING STALLS	PROPOSED STALLS
47	47

LOT #4	
EXISTING STALLS	PROPOSED STALLS
23	40

GRAPHIC SCALE
0 30 45 60
SCALE: 1" = 30'



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ADAM SWANEY, P.E.
NO. 72235

ANCHORAGE PARK BOAT STORAGE
603 ANCHORAGE DRIVE
NORTH PALM BEACH, FLORIDA
STALL EXHIBIT

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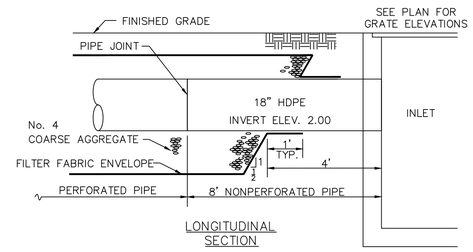
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DATE	MAY 2024
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PROJECT MANAGER	ACS
CHECKED	KBJ

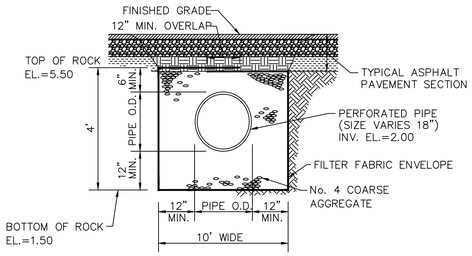
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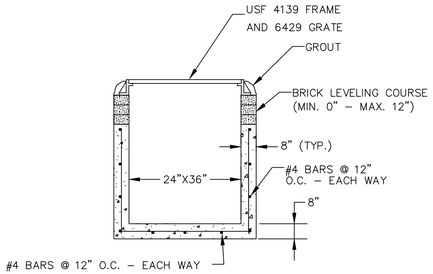


LONGITUDINAL SECTION

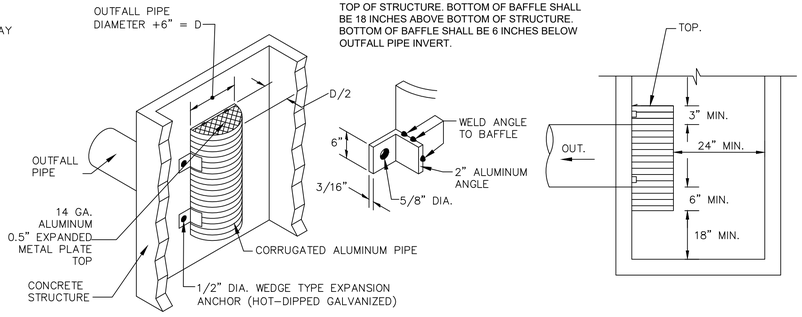


CROSS SECTION

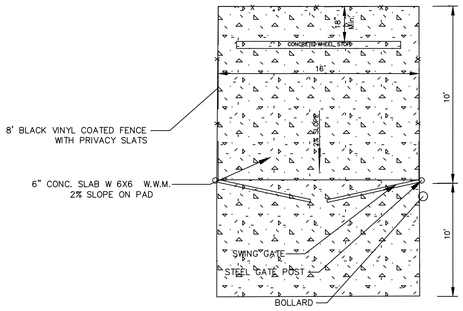
EXFILTRATION TRENCH



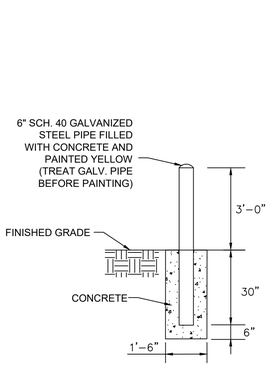
DRAINAGE INLET – TYPE C1



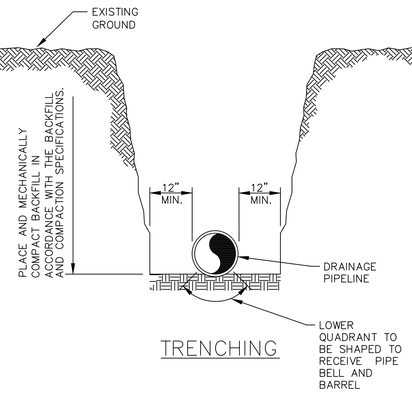
POLLUTION CONTROL BAFFLE



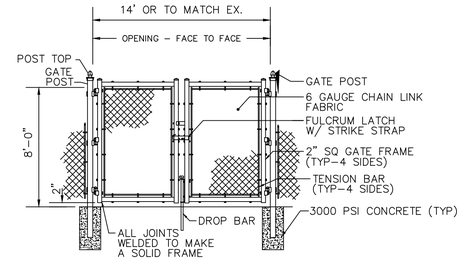
DUMPSTER ENCLOSURE



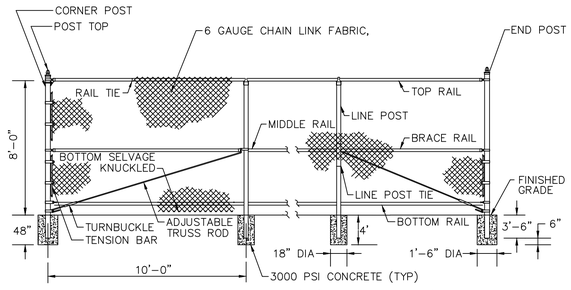
BOLLARD



TRENCHING

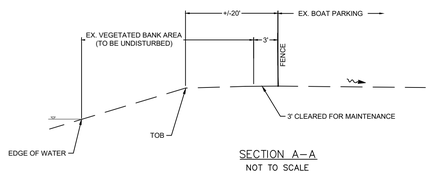


CHAIN LINK FENCE DOUBLE SWING GATE

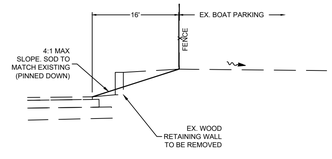


CHAIN LINK FENCE (8' EXTERIOR)

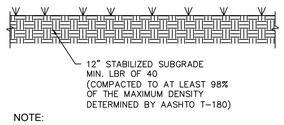
1. FENCE AND POSTS SHALL BE VINYL COATED BLACK
2. BOTTOM RAIL INSTALLED AT EXISTING GRADE. BOTTOM OF FENCING FINISH 2" BELOW GRADE.
3. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS SHOWING COMPLIANCE WITH FLORIDA BUILDING CODE VERIFYING FOOTER AND POST SIZE.
4. TENSION WIRE TO BE INSTALLED AND FASTENED WITH HOG RINGS



SECTION A–A
NOT TO SCALE

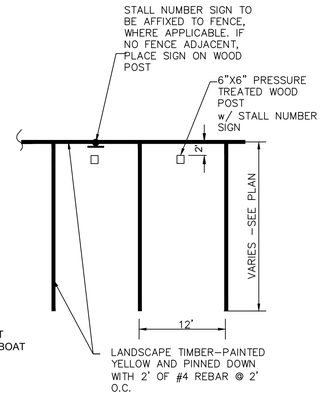


SECTION B–B
NOT TO SCALE

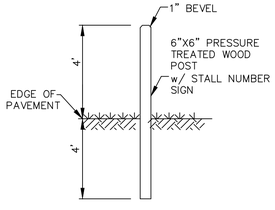


NOTE:
1. SOIL TO BE STABILIZED IN AREAS THAT ARE WITHIN THE BOAT STORAGE LOT.
2. CONTRACTOR SHALL COORDINATE WITH THE VILLAGE ON PROVIDING ASPHALT MILLINGS, AS REQUIRED TO REPLACE/REPAIR MILLINGS WITHIN THE EXISTING BOAT STORAGE AREAS.
3. SEED AND MULCH SHALL BE INCLUDED

STABILIZED SOIL DETAIL



BOAT/RV PARKING STALL IDENTIFICATION



STALL IDENTIFICATION POST

REVISIONS			
NO.	DATE	REMARKS	BY

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ADAM SWANEY, P.E.
No. 72235

ANCHORAGE PARK
603 ANCHORAGE DRIVE
NORTH PALM BEACH, FLORIDA
DETAILS - CROSS SECTIONS

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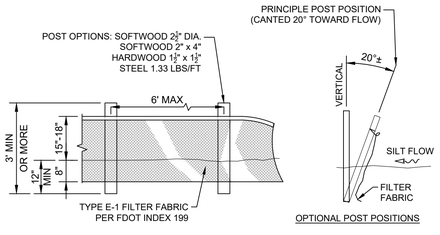
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DATE	JAN 2023			
DRAWN	JC			
PROJECT ENGINEER	ACS	ACS		
PROJECT MANAGER	ACS			
CHECKED	KBJ			

SHEET NO. 4 of 5

JOB NO. 03045.104

PLOT: 6/11/2024 8:54:11 PM



SILT FENCE
NTS

PAVING, GRADING AND DRAINAGE NOTES:

1. SUBGRADE SHALL BE CONSTRUCTED AS SHOWN ON THE DETAIL DRAWINGS. THE SUBGRADE SHALL BE COMPACTED TO A DENSITY OF 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. THE SUBGRADE SHALL HAVE FBV OF 75 PSI.
2. STABILIZED SUBGRADE SHALL BE CONSTRUCTED AS SHOWN ON THE DETAIL DRAWINGS AND IN ACCORDANCE WITH SECTION 160 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. THE STABILIZED SUBGRADE SHALL BE TYPE B AND SHALL BE COMPACTED TO A DENSITY OF 98% OF THE MAXIMUM DENSITY AS DETERMINED BY TEST METHOD OF AASHTO T-180. THE STABILIZED SUBGRADE SHALL HAVE A LIMEROCK BEARING RATIO OF 100.
3. SHELL ROCK BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 250 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. THE THICKNESS OF THE SHELL ROCK BASE SHALL BE AS SHOWN ON THE DETAIL DRAWINGS AND SHALL BE COMPACTED TO A DENSITY OF 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. THE SHELL ROCK SHALL HAVE A MINIMUM OF 40 PERCENT OF CARBONATES OF CALCIUM AND MAGNESIUM IN THE MATERIAL.
4. CEMENTED COQUINA SHELL BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 250 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. THE THICKNESS OF THE SHELL ROCK BASE SHALL BE AS SHOWN ON THE DETAIL DRAWINGS AND SHALL BE COMPACTED TO A DENSITY OF 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. THE CEMENTED COQUINA SHELL MATERIAL SHALL BE IN ACCORDANCE WITH SECTION 915 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
5. LIMEROCK BASE SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 200 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. THE THICKNESS OF THE LIMEROCK BASE SHALL BE AS SHOWN ON THE DETAILED DRAWINGS AND SHALL BE COMPACTED TO A DENSITY OF 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
6. PRIME COAT SHALL BE IN ACCORDANCE WITH SECTION 300 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. PRIME COAT SHALL BE RC-70 OR ASPHALT EMULSION PRIME (AEP). PRIME COAT SHALL BE APPLIED AT A RATE OF APPLICATION NOT LESS THAN 0.10 GALLONS PER SQUARE YARD FOR LIMEROCK BASES AND NOT LESS THAN 0.15 GALLONS PER SQUARE YARD FOR SHELL ROCK OR COQUINA SHELL BASES.
7. TACK COAT SHALL BE IN ACCORDANCE WITH SECTION 300 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. TACK COAT SHALL BE EMULSIFIED ASPHALT GRADES RS-2, CRS-2, OR ASPHALT EMULSION PRIME (AEP). TACK COAT SHALL BE APPLIED AT A RATE OF APPLICATION BETWEEN 0.02 AND 0.08 GALLONS PER SQUARE YARD.
8. TYPE S-I ASPHALTIC CONCRETE SURFACE COURSE SHALL BE COMPOSED OF A MIXTURE OF AGGREGATE, MINERAL FILLER, IF NEEDED, AND ASPHALT CEMENT. THE CONSTITUENTS OF THE MIXTURE SHALL BE COMBINED IN SUCH PROPORTIONS AS TO PRODUCE A MIXTURE HAVING A STABILITY WITHIN THE LIMITS IN THE FDOT "STANDARD SPECIFICATIONS". THE JOB MIX FORMULA, SIZE AND PERCENT OF AGGREGATES SHALL BE AS SPECIFIED IN THE FDOT "STANDARD SPECIFICATIONS". THE THICKNESS OF THE SURFACE COURSE SHALL BE AS SHOWN ON THE DETAILED DRAWINGS.
9. TYPE S-III ASPHALTIC CONCRETE SURFACE COURSE SHALL BE COMPOSED OF A MIXTURE OF AGGREGATE, MINERAL FILLER, IF NEEDED, AND ASPHALT CEMENT. THE CONSTITUENTS OF THE MIXTURE SHALL BE COMBINED IN SUCH PROPORTIONS AS TO PRODUCE A MIXTURE HAVING A STABILITY WITHIN THE LIMITS IN THE FDOT "STANDARD SPECIFICATIONS". THE JOB MIX FORMULA, SIZE AND PERCENT OF AGGREGATES SHALL BE AS SPECIFIED IN THE FDOT "STANDARD SPECIFICATIONS". THE THICKNESS OF THE SURFACE COURSE SHALL BE AS SHOWN ON THE DETAILED DRAWINGS.
10. ALL UNSUITABLE MATERIAL SUCH AS MUCK, MARL AND DEBRIS SHALL BE COMPLETELY REMOVED TO 10 FEET OUTSIDE THE EDGE OF THE PAVEMENT ON EACH SIDE. IF HARDPAN IS ENCOUNTERED IN SWALES, IT SHALL BE REMOVED TO A DEPTH OF 2 FEET AT THE SWALE INVERT AND BACKFILLED WITH CLEAN GRANULAR MATERIAL.
11. SEQUENCING OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF ANY KIND THAT WILL COME UNDER THE PAVEMENT OR WITHIN TEN FEET OF THE EDGE OF PAVEMENT SHALL BE INSTALLED PRIOR TO THE CONSTRUCTION OF THE BASE COURSE.
12. PAVEMENT TRAFFIC STRIPES AND MARKINGS SHALL BE IN ACCORDANCE WITH SECTION 710 AND 711 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, FLORIDA DEPARTMENT OF TRANSPORTATION TRAFFIC OPERATION STANDARDS INDEX NO. 17346, LATEST REVISION, AND/OR MANUAL ON UNIFORM TRAFFIC CONTROL DEVISES FOR STREETS AND HIGHWAYS, AND/OR PALM BEACH COUNTY TRAFFIC DEPARTMENT TYPICAL T-P-99-001.
13. REINFORCED CONCRETE PIPE SHALL MEET THE REQUIREMENTS OF ASTM C-76 AND SECTIONS 125, 430 AND 941 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. THE CLASS OF PIPE SHALL BE CLASS III UNLESS OTHERWISE NOTED ON THE CONSTRUCTION DRAWINGS.
14. CORRUGATED STEEL PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M36 AND SECTIONS 125, 430 AND 945 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. THE PIPE SHALL BE BITUMINOUS COATED.
15. CORRUGATED ALUMINUM PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M196 AND SECTIONS 125, 430 AND 943 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
16. ALL DRAINAGE PIPE SHALL BE POLYVINYL CHLORIDE OR CORRUGATED EXTERIOR/SMOOTH INTERIOR POLYETHYLENE PIPE SUITABLE FOR H20 LOADING. ALL PIPE SHALL MEET APPLICABLE ASTM AND AASHTO STANDARDS AND FDOT STANDARDS PER SECTION 948 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
17. MEASUREMENT OF THE LENGTH OF PIPE SHALL BE FROM THE CENTER OF THE STRUCTURE TO THE CENTER OF THE STRUCTURE.
18. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER THREE (3) CERTIFIED COPIES OF A CHEMICAL AND SIEVE ANALYSIS OF THE SHELL ROCK BY A STATE OF FLORIDA CERTIFIED LAB WHEN CONSTRUCTING A SHELL ROCK BASE FOR ROADWAY
19. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL COMPLY WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMITTING REQUIREMENTS. COMPLIANCE INCLUDES SUBMITTAL OF A NOTICE OF INTENT (NOI) FOR CONSTRUCTION ACTIVITIES WITH AN ATTACHED STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE NOI AND SWPPP SHALL BE SUBMITTED TO ALL APPLICABLE AGENCIES.

CONTRACTOR'S RESPONSIBILITIES:

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE PRIOR TO BIDDING THE WORK AND TO PERFORM SUCH TESTS, STUDIES AND SURVEYS AS DEEMED NECESSARY TO SATISFY THE CONTRACTOR AS TO THE ACTUAL SURFACE AND SUBSURFACE CONDITIONS EXISTING AT THE SITE. ACTUAL CONDITIONS THAT DIFFER FROM THOSE SHOWN ON DRAWINGS SHALL NOT CONSTITUTE FOR EXTRA PAYMENT.
2. THE CONTRACTOR SHALL CHECK ALL DRAWINGS FURNISHED TO HIM AND SHALL PROMPTLY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES. ANYTHING SHOWN ON THE DRAWINGS AND NOT MENTIONED IN THE SPECIFICATIONS OR MENTIONED IN THE SPECIFICATIONS AND NOT SHOWN ON THE DRAWINGS SHALL BE OF LIKE EFFECT AS IF SHOWN OR MENTIONED IN BOTH.
3. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR IS ISSUED A NOTICE TO PROCEED.
4. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES, RULES AND REGULATIONS, INCLUDING BUT NO LIMITED TO; UTILITY, COUNTY, CITY AND STATE.
5. THE CONTRACTOR SHALL CALL SUNSHINE (811) 48 HOURS BEFORE DIGGING FOR FIELD LOCATIONS OF UNDERGROUND UTILITIES.
6. THE CONTRACTOR SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES IN ADVANCE OF CONSTRUCTION.
7. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF ANY UNDERGROUND GAS PIPE.
8. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED CABLE, SANITARY LINES, AND WATER LINES.
9. THE CONTRACTOR, SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES, STRUCTURES, PAVEMENT, ETC. FROM DAMAGE OR DISRUPTION OF SERVICE AND SHALL PROTECT THE OWNER AGAINST ANY CLAIMS THAT MAY ARISE AS A RESULT OF CONSTRUCTION ACTIVITIES. REPAIRS OF SUCH UTILITIES, STRUCTURES, PAVEMENT, ETC. SHALL BE MADE TO THE SATISFACTION OF THE ENGINEER AND ALL REGULATORY AGENCIES.
10. IF THE CONTRACTOR, IN THE COURSE OF THE WORK, FINDS ANY DISCREPANCY BETWEEN THE DRAWINGS AND THE PHYSICAL CONDITIONS, OR ANY ERROR OR OMISSIONS IN THE DRAWINGS, IN THE LAYOUT AS GIVE BY THE POINTS AND INSTRUCTIONS, OR DISCOVERS UNFORESEEN BE THE CONTRACTOR'S DUTY TO IMMEDIATELY INFORM THE ENGINEER IN WRITING, AND THE ENGINEER SHALL PROMPTLY CHECK THE ACCURACY OF THE INFORMATION. ANY WORK DONE AFTER SUCH DISCOVERY, UNTIL NECESSARY CHANGES ARE AUTHORIZED WILL BE DONE AT THE CONTRACTOR'S RISK.
11. DURING ALL UNDERGROUND CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE APPROPRIATE CLEARANCES FROM ANY PROPOSED OR EXISTING UTILITIES OR STRUCTURES, AS REQUIRED BY THE PLANS, SPECIFICATION, UTILITY AUTHORITY, AND ANY GOVERNING AGENCY. THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY IF THE APPROPRIATE CLEARANCE IS NOT AVAILABLE.
12. REGULATIONS AND LEGAL REQUIREMENTS REGARDING WORK HOURS SHALL BE IN ACCORDANCE WITH LOCAL BUILDING CODES.
13. UPON COMPLETION OF THE WORK SPECIFIED IN THESE PLANS, THE ENGINEER WILL CONDUCT A FINAL INSPECTION. FINAL PAYMENT TO THE CONTRACTOR WILL NOT BE APPROVED UNTIL THE PROJECT IS CERTIFIED AS COMPLETE BY THE ENGINEER.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING, "AS-BUILT" INFORMATION, AND ALL REQUIRED DENSITY TESTING, AND SHALL PROVIDE ALL "AS-BUILT" INFORMATION AND TEST RESULTS TO THE ENGINEER.
15. ALL UTILITY LINE TESTING AND SAMPLING SHALL BE IN ACCORDANCE WITH UTILITY AND HEALTH DEPARTMENT CRITERIA. A MINIMUM OF 24 HOUR NOTICE MUST BE PROVIDED PRIOR TO TESTING.
16. ALL CONCRETE SHALL BE 3000 p.s.i. UNLESS OTHERWISE NOTED.
17. SOD SHALL MATCH EXISTING UNLESS OTHERWISE NOTED.
18. SIDEWALK SHALL MATCH EXISTING UNLESS OTHERWISE NOTED.
19. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND UTILITIES WHETHER OR NOT SHOWN ON THE PLANS.
20. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFETY TO THE WORKERS IN ACCORDANCE WITH OSHA REQUIREMENTS AND THE SAFETY OF THE GENERAL PUBLIC.

GENERAL NOTES:

1. CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID SURVEY MARKERS DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF PERMANENT REFERENCE MONUMENTS DISTURBED DURING CONSTRUCTION, AT NO ADDITIONAL COST TO THE OWNER.
2. ALL UNSUITABLE MATERIAL SUCH AS MUCK, MARL, AND DEBRIS SHALL BE REMOVED AND PROPERLY DISPOSED OF WITHIN THE LIMITS OF CONSTRUCTION. CLEAN GRANULAR MATERIAL SHALL BE USED AS BACKFILL AND PLACED IN 12 INCH LIFTS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UNDERGROUND UTILITIES WHETHER OR NOT SHOWN ON THE PLANS. UTILITIES SHOWN ON THE PLANS ARE FOR REFERENCE ONLY AND MAY NOT SHOW ACTUAL LOCATIONS. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES FOR LOCATION AND DEPTH OF THEIR LINES PRIOR TO CONSTRUCTION.
4. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND PAY FOR THE DE-ENERGIZING OF POWER LINES AND/OR HOLDING POWER POLES DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
5. THE CONTRACTOR SHALL GIVE THE ENGINEER 48 HOURS NOTICE PRIOR TO REQUESTING REQUIRED INSPECTIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO PROPERLY TEST AND INSPECT THE COMPLETED WORK.
6. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION OR INSTALLATION AS REQUIRED BY THE ENGINEER OR BY APPROPRIATE GOVERNING AGENCIES.
7. CONTRACTOR SHALL BE RESPONSIBLE TO SECURE AND PAY FOR, AT NO ADDITIONAL COST TO THE OWNER, ALL NECESSARY PERMITS, FEES AND LICENSES.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR GIVING THE REQUIRED NOTICES AND COMPLYING WITH ALL PERMIT(S) CONDITIONS.
9. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND PAY FOR THE HOLDING OF OTHER UTILITY POLES DURING CONSTRUCTION AT NO ADDITIONAL COST TO THE OWNER.
10. ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL UTILITY.
11. ENGENUITY GROUP, INC. SHALL NOT BE RESPONSIBLE FOR THE SAFETY OF THE WORKERS OR THE GENERAL PUBLIC. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFETY TO THE WORKERS IN ACCORDANCE WITH OCCUPATIONAL SAFETY & HEALTH ADMINISTRATIONS (OSHA) REQUIREMENTS AND FOR THE SAFETY OF THE GENERAL PUBLIC.
12. CONTRACTOR SHALL ASSURE THAT ALL TRENCHES MORE THAN FIVE FEET DEEP WILL HAVE TRENCH PROTECTION PER THE TRENCH SAFETY ACT. THE METHOD OF TRENCH PROTECTION THE CONTRACTOR SELECTS MUST BE IN COMPLIANCE WITH OSHA REGULATIONS.
13. UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR IS TO INCLUDE IN THEIR BID PACKAGE, PER THE TRENCH SAFETY ACT, ONE ITEM OF COST PERTAINING TO TRENCH PROTECTION.

GENERAL:

1. WORK INCLUDED:
   - A. THE CONTRACTOR SHALL FURNISH ALL LABOR, SUPERINTENDENCE, QUALITY CONTROL, MATERIALS, PLANT, POWER, LIGHT, HEAT, FUEL, WATER, TOOLS, APPLIANCES, EQUIPMENT, SUPPLIES, AND OTHER MEANS OF CONSTRUCTION NECESSARY AND PROPER FOR PERFORMING AND COMPLETING THE WORK. CONTRACTOR SHALL PERFORM AND COMPLETE THE WORK IN THE MANNER BEST CALCULATED TO PROMOTE SCHEDULED CONSTRUCTION CONSISTENT WITH SAFETY OF LIFE AND PROPERTY AND TO THE SATISFACTION OF THE OWNER, AND IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL CLEAN UP THE WORK, MAINTAIN IT DURING CONSTRUCTION, AND PAY ALL COSTS INCIDENTAL THERETO. CONTRACTOR SHALL REPAIR OR RESTORE ALL STRUCTURES AND PROPERTY THAT MAY BE DAMAGED OR DISTURBED DURING PERFORMANCE OF THE WORK.
   - B. THE COST OF INCIDENTAL WORK DESCRIBED IN THESE GENERAL REQUIREMENTS, FOR WHICH THERE ARE NO SPECIFIC CONTRACT ITEMS, SHALL BE CONSIDERED AS PART OF THE GENERAL COST OF DOING THE WORK AND SHALL BE INCLUDED IN THE PRICES FOR THE VARIOUS CONTRACT ITEMS. NO ADDITIONAL PAYMENT WILL BE MADE THEREFORE.
   - C. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SUCH MODERN PLANT, TOOLS, AND EQUIPMENT AS MAY BE NECESSARY IN THE OPINION OF THE ENGINEER, TO PERFORM IN A SATISFACTORY AND ACCEPTABLE MANNER ALL THE WORK REQUIRED BY THE CONTRACT. ONLY EQUIPMENT OF ESTABLISHED REPUTATION AND PROVEN EFFICIENCY SHALL BE USED. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE ADEQUACY OF WORKMANSHIP, MATERIALS AND EQUIPMENT, PRIOR APPROVAL OF THE ENGINEER NOTWITHSTANDING.
   - D. THE CONTRACTOR SHALL GIVE THE ENGINEER 48 HOURS NOTICE PRIOR TO REQUESTING REQUIRED INSPECTIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO PROPERLY TEST AND INSPECT THE COMPLETED WORK.
2. MOBILIZATION:
   - A. PERFORM PREPARATORY WORK AND OPERATIONS IN MOBILIZING FOR BEGINNING WORK ON THE PROJECT, INCLUDING, BUT NOT LIMITED TO, THOSE OPERATIONS NECESSARY FOR THE MOVEMENT OF PERSONNEL, EQUIPMENT, SUPPLIES, AND INCIDENTALS TO THE PROJECT SITE AND FOR THE ESTABLISHMENT OF TEMPORARY OFFICES, BUILDINGS, SAFETY EQUIPMENT AND FIRST AID SUPPLIES, AND OTHER FACILITIES. INCLUDE THE COSTS OF BONDS AND ANY REQUIRED INSURANCE AND ANY OTHER PRE-CONSTRUCTION EXPENSE NECESSARY FOR THE START OF THE WORK, EXCLUDING THE COST OF CONSTRUCTION MATERIALS.
3. MAINTENANCE OF TRAFFIC:
   - A. PREPARE AND SUBMIT A MAINTENANCE OF TRAFFIC PLAN FOR REVIEW. A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF FLORIDA OR A PERSON THAT HAS SATISFACTORILY COMPLETED THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION "FLORIDA ADVANCED WORK ZONE TRAFFIC CONTROL COURSE" SHALL PREPARE THE PLAN.
   - B. CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN TRAFFIC CONTROL THROUGH THE WORK AREA FOR THE DURATION OF CONSTRUCTION. PROVIDE TRAFFIC CONTROL DEVICES THAT ARE ON THE FLORIDA DEPARTMENT OF TRANSPORTATION'S "QUALIFIED PRODUCT LIST".
4. PROVISIONS FOR CONTROL OF POLLUTION:
   - A. SUFFICIENT PRECAUTIONS SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT THE RUN-OFF OF POLLUTING SUBSTANCES SUCH AS SILT, CLAY, FUELS, OILS, BITUMEN'S OR OTHER POLLUTING MATERIALS HARMFUL TO HUMANS, FISH, OR OTHER LIFE, INTO THE SUPPLIES AND SURFACE WATERS OF THE STATE OF FLORIDA. CONTROL MEASURES MUST BE ADEQUATE TO ASSURE THAT TURBIDITY IN THE RECEIVING WATER WILL NOT BE INCREASED MORE THAN 29 NEPHELOMETRIC TURBIDITY UNITS (NTU) ABOVE BACKGROUND UNLESS OTHERWISE PERMITTED. SPECIAL PRECAUTIONS SHALL BE TAKEN IN THE USE OF CONSTRUCTION EQUIPMENT TO PREVENT OPERATIONS WHICH PROMOTE EROSION. EROSION EVIDENT WITHIN THE LIMITS OF CONSTRUCTION OR OTHER AREAS AFFECTED BY THE CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
   - B. FILL OUT A NOTICE OF INTENT FORM (FDEP FORM 62-621.300(4)(B) AND SUBMIT IT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
5. PROGRESS SCHEDULE:
   - A. PREPARE A CONSTRUCTION PROGRESS SCHEDULE COVERING ALL THE WORK INVOLVED IN THE CONTRACT. THIS INCLUDES SUBMITTAL AND APPROVAL OF SHOP DRAWINGS ON CRITICAL ITEMS, FABRICATION AND DELIVERY OF IDENTIFIABLE MATERIALS AND EQUIPMENT, SPECIFIC ITEMS OR WORK IN THE SCOPE, INTERFACES REQUIRED WITH OTHER CONTRACTS THAT MAY BE PART OF AN OVERALL PROJECT, AND SPECIFIC DEPENDENCIES UPON ACTS OR ACTIVITIES OF PARTIES NOT UNDER THE CONTROL OF CONTRACTOR.
   - B. THE BAR GRAPH METHOD OR CRITICAL PATH METHOD ARE ACCEPTABLE FOR SCHEDULING CONSTRUCTION ACTIVITY.
6. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:
   - A. SUBMIT COPIES OF ALL REQUIRED SHOP DRAWINGS, PRODUCT DATA AND SAMPLES FOR ENGINEER'S REVIEW.
   - B. SHOP DRAWINGS, PRODUCT DATA, SAMPLES AND TRANSMITTAL LETTERS PERTAINING THERETO SHALL BE IDENTIFIED WITH THE TITLE OF THE PROJECT, SUBMISSION DATE, AND THE CONTRACTOR'S ACKNOWLEDGEMENT THAT HE HAS REVIEWED THEM AND FOUND THEM ACCEPTABLE.
   - C. NOTIFY ENGINEER IN WRITING, AT THE TIME OF SUBMITTAL, OF ANY DEVIATIONS IN THE SUBMITTALS FROM THE REQUIREMENTS OF THE CONTACT DOCUMENTS.
   - D. THE REVIEW AND APPROVAL OF SHOP DRAWINGS, SAMPLES OR PRODUCT DATA BY THE ENGINEER SHALL NOT RELIEVE THE CONTRACTOR FROM HIS/HER RESPONSIBILITY WITH REGARD TO THE FULFILLMENT OF THE TERMS OF THE CONTRACT DOCUMENTS. ALL RISKS OF ERROR AND OMISSION ARE ASSUMED BY THE CONTRACTOR AND THE ENGINEER WILL HAVE NO RESPONSIBILITY THEREFORE.
7. BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER:
   - A. BORING LOGS, OTHER REPORTS AND DRAWINGS UTILIZED BY ENGINEER, IF ENCLOSED, ARE PROVIDED FOR CONTRACTOR'S INFORMATION AND ARE NOT A PART OF THE CONTRACT DOCUMENTS. THERE IS NO TECHNICAL DATA IN THE BORING LOGS, OTHER REPORTS OR DRAWINGS THAT SHOULD BE RELIED ON BY THE CONTRACTOR.
8. CONSTRUCTION STAKING AND RECORD DRAWINGS:
   - A. THE BASELINES AND BENCHMARKS FOR PRIMARY CONTROL, NECESSARY TO ESTABLISH LINES AND GRADES NEEDED FOR CONSTRUCTION ARE SHOWN ON THE DRAWINGS. THESE BASELINES AND BENCHMARKS SHALL BE USED AS THE ORIGIN OF ALL SURVEYS, LAYOUTS AND MEASUREMENTS TO ESTABLISH CONSTRUCTION LINES AND GRADES. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT THE LOSS OR DAMAGE OF PRIMARY CONTROL POINTS. ANY STAKES AND/OR CONTROL POINTS LOST OR DAMAGED BY CONSTRUCTION ACTIVITY WILL BE RE-ESTABLISHED BY CONTRACTOR AT NO ADDITIONAL EXPENSE TO OWNER.
   - B. CONSTRUCTION STAKING AND RECORD DRAWINGS SHALL BE PERFORMED BY A PROFESSIONAL SURVEYOR AND MAPPER LICENSED IN THE STATE OF FLORIDA.DESIGN DATA SHALL BE LINED-OUT.
   - C. RECORD DATA SHALL BE ADDED NEXT TO EACH LINED-OUT DESIGN DIMENSION OR ELEVATION.
   - D. REQUIRED RECORD DRAWING INFORMATION

     DRAINAGE:
     - RIM/GRATE ELEVATIONS ON INLETS AND MANHOLES.
     - FLOWLINE ELEVATIONS OF PIPES.
     - LINEAR DISTANCE ALONG PIPES FROM STRUCTURE TO STRUCTURE.
     - RECALCULATED PIPE SLOPES BASED ON FLOWLINE ELEVATIONS AND DISTANCE BETWEEN STRUCTURES.
     - HORIZONTAL LOCATION OF INLETS, MANHOLES AND STRUCTURES BASED ON STATIONING/COORDINATE/DIMENSIONING

     DRAWINGS:
     - TOP OF PIPE/BOTTOM OF PIPE ELEVATIONS AS APPLICABLE AT ALL PIPE CROSSINGS.

     GRADING:
     - VERIFY ALL ELEVATIONS ON DRAWINGS.

     ROADWAYS:
     - ALIGNMENT TIES FOR ROAD CENTERLINES AT ALL INTERSECTIONS AND HORIZONTAL CURVES (PC AND PT).
     - HORIZONTAL AND VERTICAL GEOMETRY.

     STORMWATER MANAGEMENT:
     - TOP OF BANK AND BOTTOM ELEVATIONS OF RETENTION/DETENTION AREAS.
     - CROSS SECTION LAKE SIDE SLOPES FROM TOP OF BANK TO BOTTOM OF TOE AT 200 FEET ON CENTER.

     WATER AND SEWER:
     - AS REQUIRED BY LOCAL UTILITY OWNER.
9. PROTECTION/ADJUSTMENT OF UTILITIES:
   - A. UTILITY INSTALLATIONS AND STRUCTURES SHALL BE UNDERSTOOD TO INCLUDE ALL POLES, TRACKS, PIPES, WIRES, CONDUITS, HOUSE SERVICE CONNECTIONS, VAULTS, MANHOLES AND ALL OTHER APPURTENANCES AND FACILITIES PERTAINING THERETO WHETHER OWNED OR CONTROLLED BY THE OWNER, OTHER GOVERNMENTAL BODIES OR PRIVATELY OWNED BY INDIVIDUALS, FIRMS OR CORPORATIONS, USED TO SERVE THE PUBLIC WITH TRANSPORTATION, TRAFFIC CONTROL, GAS, ELECTRICITY, TELEPHONE, SEWERAGE, DRAINAGE, WATER OR OTHER PUBLIC OR PRIVATE PROPERTY WHICH MAY BE AFFECTED BY THE WORK.
   - B. CONTRACTOR SHALL PROTECT ALL UTILITY INSTALLATIONS AND STRUCTURES FROM DAMAGE DURING WORK. ACCESS ACROSS ANY BURIED PUBLIC UTILITY INSTALLATION OR STRUCTURE SHALL BE MADE ONLY IN SUCH LOCATIONS AND BY MEANS APPROVED BY THE UTILITY OWNER. THE CONTRACTOR SHALL SO ARRANGE OPERATIONS AS TO AVOID ANY DAMAGE TO THESE FACILITIES. ALL REQUIRED PROTECTIVE DEVICES AND CONSTRUCTION SHALL BE PROVIDED BY THE CONTRACTOR. ALL EXISTING PUBLIC UTILITIES DAMAGED BY THE CONTRACTOR WHICH ARE SHOWN ON THE DRAWINGS OR HAVE BEEN LOCATED IN THE FIELD BY THE UTILITY OWNER SHALL BE REPAIRED BY THE CONTRACTOR.
   - C. PUBLIC UTILITY INSTALLATIONS OR STRUCTURES OWNED OR CONTROLLED BY THE OWNER OR OTHER GOVERNMENTAL BODY, WHICH ARE SHOWN ON THE DRAWINGS TO BE REMOVED, RELOCATED, REPLACED OR REBUILT BY THE CONTRACTOR SHALL BE INCLUDED IN THE PRICES BID FOR THE VARIOUS CONTRACT ITEMS. NO SEPARATE PAYMENTS SHALL BE MADE THEREFORE.
   - D. WHERE PUBLIC UTILITY INSTALLATIONS OR STRUCTURES OWNED OR CONTROLLED BY THE OWNER OR OTHER GOVERNMENTAL BODY ARE ENCOUNTERED DURING THE COURSE OF THE WORK, AND ARE NOT INDICATED ON THE DRAWINGS OR IN THE SPECIFICATIONS, AND WHEN IN THE OPINION OF THE ENGINEER, REMOVAL, RELOCATION, REPLACEMENT OR REBUILDING IS NECESSARY TO COMPLETE THE WORK UNDER THIS CONTRACT, SUCH WORK SHALL BE ACCOMPLISHED BY THE UTILITY HAVING JURISDICTION, OR SUCH WORK MAY BE ORDERED, IN WRITING BY THE ENGINEER, FOR THE CONTRACTOR TO ACCOMPLISH. IF SUCH WORK IS ACCOMPLISHED BY THE UTILITY HAVING JURISDICTION IT WILL BE CARRIED OUT EXPEDITIOUSLY AND THE CONTRACTOR SHALL GIVE FULL COOPERATION TO PERMIT THE UTILITY TO COMPLETE THE REMOVAL, RELOCATION, REPLACEMENT OR REBUILDING AS REQUIRED. IF SUCH WORK IS ACCOMPLISHED BY THE CONTRACTOR, IT WILL BE IN ACCORDANCE WITH THE GENERAL AND SUPPLEMENTARY CONDITIONS.
   - E. CONTRACTOR SHALL GIVE WRITTEN NOTICE TO OWNER AND GOVERNMENTAL UTILITY DEPARTMENTS AND OTHER OWNERS OF PUBLIC UTILITIES OF THE LOCATION OF THE PROPOSED CONSTRUCTION OPERATIONS, AT LEAST SEVENTY-TWO (72) HOURS IN ADVANCE OF BREAKING GROUND IN ANY AREA OR ON ANY UNIT OF THE WORK.
   - F. THE MAINTENANCE, REPAIR, REMOVAL, RELOCATION OR REBUILDING OF PUBLIC UTILITY INSTALLATIONS AND STRUCTURES, WHEN ACCOMPLISHED BY THE CONTRACTOR AS HEREIN PROVIDED, SHALL BE

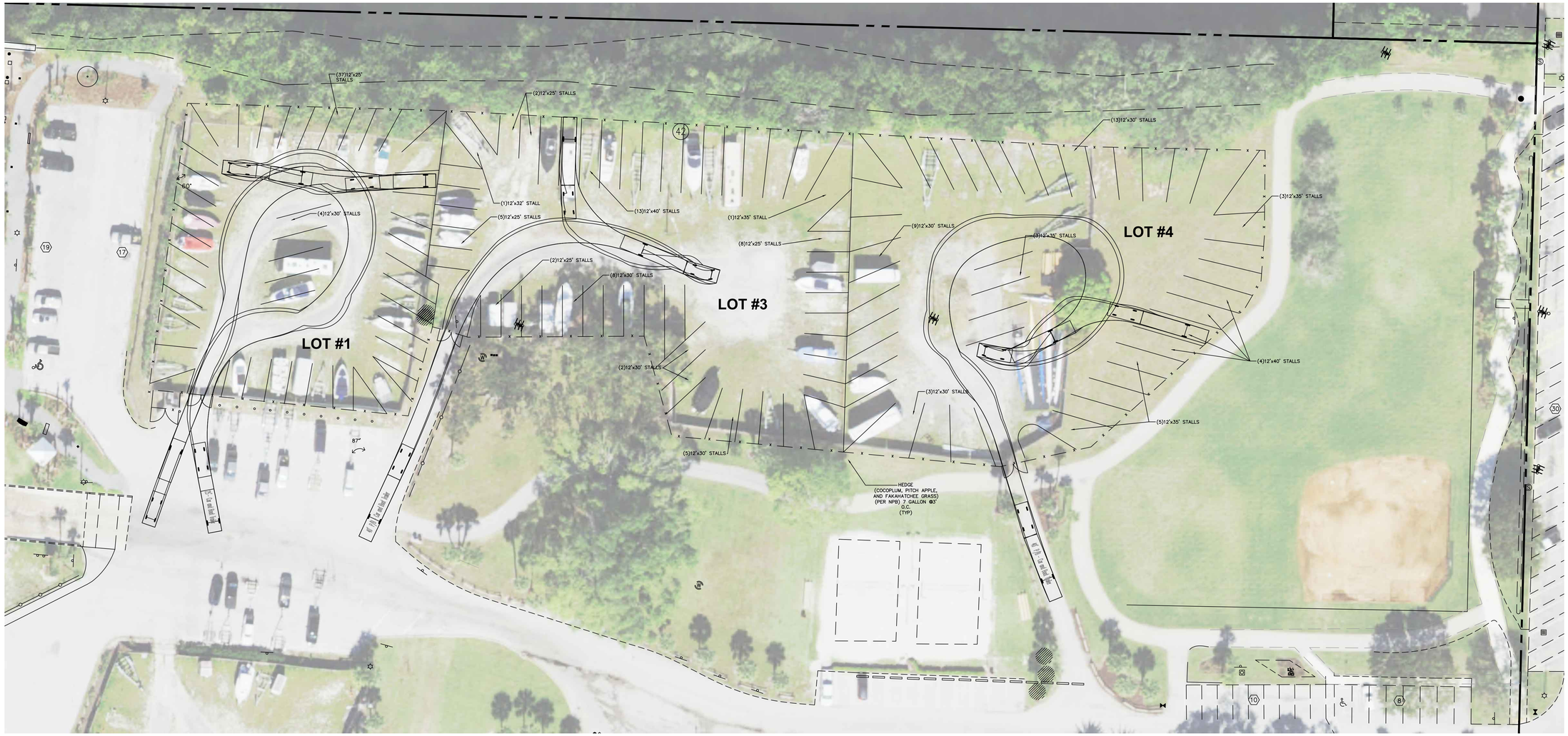
LOT 1 STALLS	
SIZE	AMOUNT
12'x25'	37
12'x30'	4

LOT 3 STALLS	
SIZE	AMOUNT
12'x20'	2
12'x25'	22
12'x30'	9
12'x32'	1
12'x40'	13

LOT 4 STALLS	
SIZE	AMOUNT
12'x30'	25
12'x35'	14
12'x40'	4

N

GRAPHIC SCALE
0 30 45 60
SCALE: 1" = 30'



REVISIONS			
NO.	DATE	REMARKS	BY

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ADAM SWANEY, P.E.
NO. 72235

ANCHORAGE PARK
603 ANCHORAGE DRIVE
NORTH PALM BEACH, FLORIDA
AUTOTURN EXHIBIT

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A Higher Standard of Excellence
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DATE	JAN 2023
DRAWN	JC
PROJECT ENGINEER	ACS
PROJECT MANAGER	ACS
CHECKED	KBJ

SHEET NO. 1 of 1

JOB NO. 03045.104

J:\Land Projects R2\03045.104\Redlined Iscope plan\STALL LAYOUT EXHIBIT-AUTOTURN.dwg DATE: 12/19/2023 11:58 AM

PLOT: 6/3/2024 9:17:59 AM

JAN 2023, 100%

SECTION 10
SOLICITATION SUMMARY

The Village of North Palm Beach
603 Anchorage Drive
North Palm Beach, FL 33408

LEISURE SERVICES DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation To Bid: Dry Boat Storage Renovation

Due Date and Time: Thursday, August 15, 2024 @ 3:00PM

Name of Proposer: _____

Address: _____

Contact Person: _____

Bid Amount(s): _____

Authorized Signature: _____

Date: _____

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

Dry Boat Storage Renovation

Addendum

No. 1

July 17, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *What is the estimated or set budget for ITB - Dry Boat Storage Renovation project?.*

Response 1: **We've estimated the cost to be around $408,580.00.**

Dry Boat Storage Renovation

Addendum

No. 2

August 5, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *During the pre-bid meeting, a question arose about some irrigation equipment located along the berm area on the west side of the storage enclosure.*

Response 1: **This will be capped off before construction.**

Question 2: *During the pre-bid meeting, we discussed the potential availability of extra millings from the Village for this project.*

Response 2: ***However, these millings will not be available. Nevertheless, this doesn't affect our plans, as we have included 12 inches of stabilized subgrade as a line item for which we need your pricing.***

Question 3: *During the pre-bid meeting, a question came up about permits.*

Response 3: **Contractor will need to apply for the following permits using the Village's online system https://www.mgoconnect.org/cp/portal : Dumpster pad/dumpster enclosure & Fence.**

Dry Boat Storage Renovation

Addendum

No. 3

August 7, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *Quickly wanted to reach out to inquire if the village is handling the materials testing for this project? Or, is it the responsibility of the contractor to procure that scope of work?*

Response 1: **For the dry storage ITB, testing is addressed in the pay items under Mobilization/Demobilization and General Conditions. It is item 1 of the notes section and would be the responsibility of the contractor. Thanks!**

Question 2: *Just to clarify : No Bid Bond is needed, Just P&P Bond if awarded?*

Response 2: That's correct, thanks!

Village of North Palm Beach
Leisure Services Department

Dry Boat Storage Renovation

Addendum

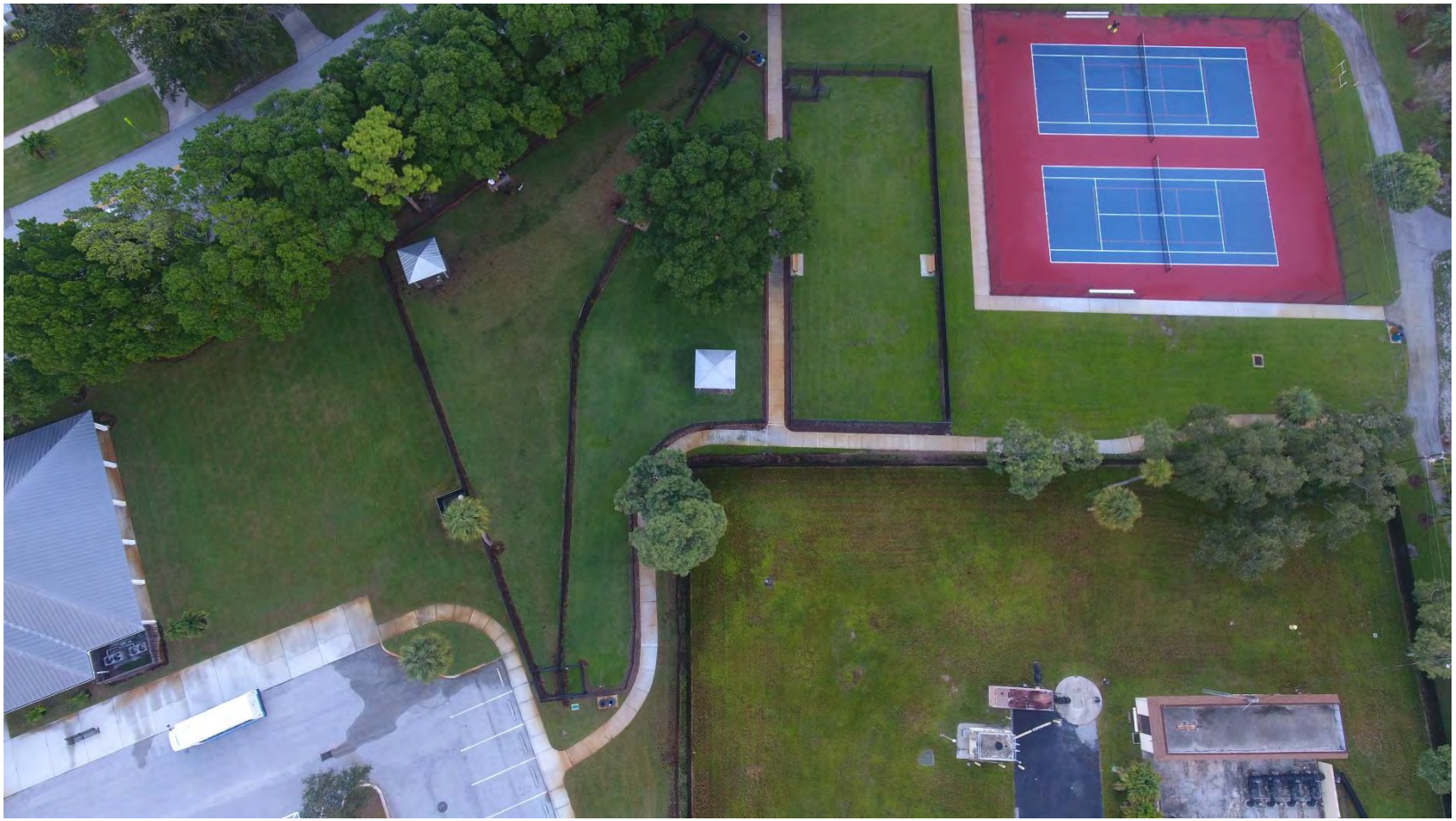
No. 4

August 8, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *We are requesting information/confirmation on the following item. What are the 2 dog parks existing/proposed layout?*

Response 1: **See attached photos of current 3 dog parks. New fencing would just replace old fencing, so everything would be in same exact spot.**





Village of North Palm Beach
Leisure Services Department

Dry Boat Storage Renovation

Addendum

No. 5

August 9, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *Will the proposed layout match the existing one? With three dog areas instead of two, will the total linear footage and gate quantities remain the same?*

Response 1: **Yes, all would be exactly the same.**


#1
#2
#3

Village of North Palm Beach

Leisure Services Department

Dry Boat Storage Renovation

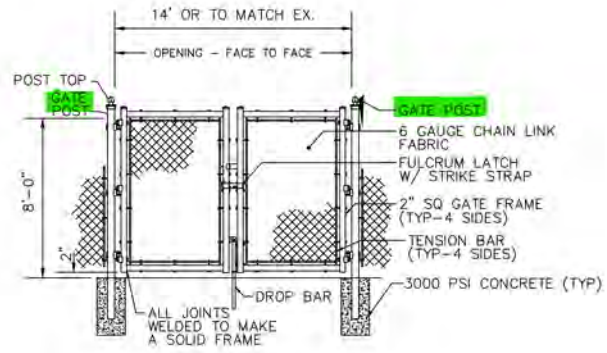
Addendum No. 6

August 12, 2024

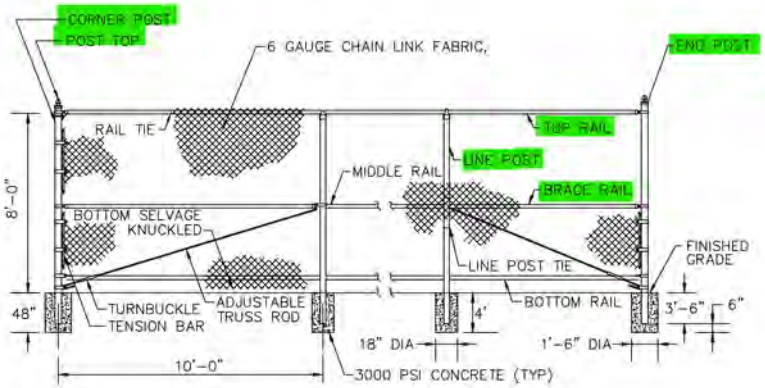
SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *We are requesting information/confirmation on the following item. 1. Chain link fence detail on sheet 4-5 calls for "6 Gauge Chain Link Fabric" to be used. What is the post/brace/rail gauge to be used? (See below screenshot)*

Response 1: **I discussed this with our engineer. For more information, please see Florida Building code section 2224. There is a table that specifies the required post sizes and thickness for chain link fences in high velocity wind zones.**



CHAIN LINK FENCE DOUBLE SWING GATE



CHAIN LINK FENCE (8' EXTERIOR)

1. FENCE AND POSTS SHALL BE VINYL COATED BLACK
2. BOTTOM RAIL INSTALLED AT EXISTING GRADE. BOTTOM OF FENCING FINISH 2" BELOW GRADE.
3. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS SHOWING COMPLIANCE WITH FLORIDA BUILDING CODE VERIFYING FOOTER AND POST SIZE.
4. TENSION WIRE TO BE INSTALLED AND FASTENED WITH HOG RINGS

Village of North Palm Beach
Leisure Services Department

Dry Boat Storage Renovation

Addendum

No. 7

August 12, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *We just had a few questions regarding the dog park area. Could you confirm if it is 2 dog parks or 3? The total LF accounts for Park #1 and #2, not #3. Can you confirm the number of gates? ITB counts 8 Single Gates, we can see the 8 Single gates but also 2 Double Gates. Are there any double gates?*

Response 1: **There are currently double gates, but we weren't planning to add those back in. There are 3 dog parks, all right next to each other. For photos, see addendums on demand star. However, we only want to replace the northern two dog parks, which we estimated at 950 LF. The southernmost dog park, adjacent the tennis courts, is still okay.**

Dry Boat Storage Renovation

Addendum

No. 8

August 14, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *We are requesting information/confirmation on the following item. 1. I see that the bid bond is omitted as per section 2.13. Will the project require a bond? 2. Bid submittal section mentions that "Included in the envelope shall be one (1) original and one (1) electronic version on a thumb drive in a usable PDF format". Invitation to bid mentions that "Each Bidder shall submit one (1) original, three (3) copies, and one (1) electronic version on a thumb drive in a usable PDF format". Which is the one to be contemplated for the package?*

Response 1: **Sorry, yes, it's 3 original copies. No bid bond, but yes, you'll need a performance bond, since per FL statues 255.05 the work is expected to cost more than $200k.**

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation To Bid – Dry Boat Storage Renovation Services," due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive The original should be marked "ORIGINAL," and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid: Dry Boat Storage Renovation Services

Due Date and Time: Thursday, August 15 @ 3:00PM

Creative Contracting Group

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION AND PRICING

4.1 SUMMARY INFORMATION

To be considered for evaluation, the Bidder must submit the following Company Summary information.

Name of Firm: Etf Florida Enterprises Inc. D/B/A Creative Contracting Group

Owner or Principal: LISA Addis

Years in Business: 20 years

Number of Employees: 16

Name of Primary Contact: LISA Addis

Telephone of Primary Contact: 561-333-1445

Email Address of Primary Contact: creativecontractor@comcast.net

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.
- have successfully completed similar projects within the last three (3) years. ✓
- can provide at least three (3) references from past projects.

4.2 PRICING SCHEDULE - PRICES AND RATES

The Bidder must offer a price on all items being bid. See schedule on following page.

(Remainder of this page is intentionally left blank.)

Anchorage Park - Boat Storage Lot
Pricing Schedule

Engenuity Project No. 03045.104

	Description	Unit	Quantity	Unit Cost	Total
1	Mobilization/Demobilization and General Conditions	LS	1	75,000	75,000
2	Maintenance of Traffic	LS	1	5,000	5,000
3	NPDES Compliance	LS	1	2,500	2,500
4	Demolition	LS	1	12,500	12,500
5	Clearing & Grubbing	LS	1	20,000	20,000
6	Earthwork	LS	1	15,000	15,000
7	12" Stabilized Subgrade	SY	6,287	5.00	31,435
8	Signage	LS	1	5188	5,188
9	8' Chain Link Fence 6 gauge	LF	1,692	50.00	84,600
10	Wood ID Post	EA	128	60.00	7,680
11	Landscape Timber (Pressure Treated Landscape Timber from Home Depot 3"x4"x8')	LF	5,022	4.00	20,088
12	Hedge	LF	732	10.00	7320
13	Swing Gate	EA	4	2,500	10,000
14	Steel Bollard	EA	11	850	9,350
15	Type 'C' Inlet	EA	2	7,000	14,000
16	Pollution baffle	EA	2	1500	3,000
17	18" HDPE	LF	80	85	6,800
18	Exfiltration Trench	LF	70	130	9,100
19	6" Reinforced Concrete	SY	37	270	9,990
20	Sod	SY	332	12	3,984
21	Seed + Mulch	SY	6,287	2.00	12,574
22	Irrigation (Adjust Existing)	LS	1	1500	1500
				TOTAL	366,609.00
23	**Alternate 1:** Demolition & Disposal of old fencing, posts, and gates for 2 dog parks at Anchorage Park	LS	1	6,500	6,500
24	**Alternate 2:** Purchase and Installation of new 6' black coated chain link fence 6 gauge (including both line and corner posts) for 2 dog parks at Anchorage Park	LF	950 (est.)	40.00	38,000
25	**Alternate 3:** Purchase and Installation of new 6' high, 6' wide black coated swing gates (including the gate posts) for 2 dog parks at Anchorage Park	EA	8 gates	600	4,800
				TOTAL	49,300.00

A Higher Standard of Excellence
engenuity group inc.
1280 N. Congress Ave., Suite 101
West Palm Beach, FL 33409
561-655-1151 | CA#7095
Adam Swaney, P.E.
FL License #72235

PAY ITEMS

Anchorage Park – Boat Storage Lot

Project: 03045.104

Pay Items Notes:

Item 1	Payment for mobilization/demobilization, insurance, bond, license, density testing and other miscellaneous administrative costs, and all other costs to the contractor not specifically identified in the costs of other work under the contract will be made at the contract lump sum price bid for the item. No additional payment shall be made for transportation, communications, office maintenance, and other incidental work or services, and no further payment shall be made for remobilization unless all of the work is suspended by the engineer for a period in excess of three months and through no fault to the contractor. The contract unit price shall include compensation for labor, materials, equipment and all other incidentals required to complete this item.
Item 2	Lump sum price includes all mot signs, posts, barricades, connections, installation and removal. Includes maintenance of traffic and detours as required around the construction areas, removal and reinstallation of existing traffic signs, and maintenance of driveways during construction to allow access to property.
Item 3	Include preparation, submittal, and approval of NPDES Permit Application (Notice of Intent and Notice of Termination), reporting by a person holding a certification as an FDEP NPDES Construction Site Inspector, preparing Stormwater Prevention Pollution Plan (SWPPP) and implementation of best management practices (BMP) and environmental pollution protection throughout construction including but not limited to silt fences, temporary stabilized gravel construction entrance(s), concrete wash down area(s), sandbags, straw bales, gutter buddies adjacent to existing and proposed curb inlets, and drainage structure/inlet protection as outlined in the DRAWINGS and required by the VILLAGE.
Item 4	Includes labor, equipment, supplies, material, transportation, handling, storage, and performing all operations pertaining to the required demolition and disposal of items shown to be removed in the plans.
Item 5	Includes labor, equipment, supplies, material, transportation, handling, storage, and performing all operations pertaining to the required clearing, grubbing and disposal of vegetation, roots, or organic materials required to be removed.
Item 6	Includes labor, equipment, supplies, material, transportation, handling, and storage, and performing all operations pertaining to the required earthwork. Includes all trench excavation, backfill, bedding, and foundation material.
Item 7	Includes all labor, material, equipment and incidentals necessary to provide 12 inches of stabilized subgrade with a minimum limerock bearing ratio of 40. To include but not limited to grading, subgrade shaping, stabilizing, and testing.
Item 8	Includes all labor, material, equipment and all other appurtenances required to furnish and install the signage to comply with project plans.
Item 9	Includes all labor, material, and equipment for the installation of the 8' tall, 6 gauge Chain Link Fence. All trees, brush, and other obstacles which interfere with construction of fencing shall be removed or relocated as directed by the Village.

Item 10	Includes all labor, material, and equipment required to furnish and install the of the wood identification posts as detailed in the plans.
Item 11	Includes all labor, material, and equipment required to furnish, install and paint the pressure treated landscape timber with the dimensions 3"x4"x8". This price shall include the rebar stakes.
Item 12	Includes all labor, material, and equipment for the installation of the hedge as noted in the plans.
Item 13	Includes all labor, material, and equipment required to furnish and install the swing gate. This includes the post, top and bottom rails, gates, hardware, and all else necessary for a complete and functional installation.
Item 14	Includes all labor, material, and equipment required to furnish and install the steel bollard. The fixed bollards shall be constructed in accordance with the plan details.
Item 15	Includes all labor, material, and equipment required to furnish and install the Type C drainage inlets.
Item 16	Includes all labor, material, and equipment required to furnish and install the pollution baffle. The pollution baffle shall be constructed in accordance with the plan details.
Item 17	Includes all labor, material, and equipment required to furnish and install the 18-inch High Density Polyethylene Drainage pipe. The 18-inch HDPE pipe shall be constructed in accordance with the plan details.
Item 18	Includes all labor, material, and equipment required to furnish and install the exfiltration trench. Includes all pipe fittings, aggregate, filter fabric, trench excavation and backfill, trench compaction and disposal of excess materials.
Item 19	Includes all labor, material, and equipment required to furnish and install the reinforced concrete pad as detailed in the plans
Item 20	Includes all materials, labor, equipment, and incidental costs connected with the grading, re-sodding and repair and re-setting of any irrigation heads or pipes disturbed.
Item 21	Includes all labor, material, and equipment for the installation of the seed and mulch.
Item 22	Includes all labor, material, and equipment for the repair and adjusting of the existing irrigation system.
Item 23	Includes all labor, materials, and equipment for the demolition and disposal of old fencing, posts, and gates at two dog parks in Anchorage Park.
Item 24	Includes all labor, materials, and equipment for the purchase and installation of a new 6' black coated chain link fence (6 gauge) and posts at two dog parks in Anchorage Park.
Item 25	Includes all labor, materials, and equipment for the purchase and installation of new black coated 6' high, 6' wide swing gates (8 total), including posts, for two dog parks at Anchorage Park.

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 7-17-24

Addendum #2, Dated 8-5-24

Addendum #3, Dated 8-8-24

Addendum #4, Dated 8-8-24

Addendum #5, Dated 8-9-24

Addendum #6, Dated 8-12-24

Addendum #7, Dated 8-12-24

Addendum #8, Dated 8-14-24

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Creative Contracting Group
Firm Name

Signature

Lisa Addis, V.P.
Name and Title (Print or Type)

8-14-24
Date

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name: Creative Contracting Group

Street Address: 3141 Fortune Way S-16
Wellington FL 33414

Mailing Address (if different than Street Address): S/A/A.

Telephone Number(s): 561-333-1445

Fax Number(s): 561-333-7894

Email Address: creativecontractor@comcast.net.

Federal Employer Identification Number: 200261057

Signature: _____
(Signature of authorized agent)

Print Name: LISA Addis

Title: V.P.

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Sworn Statement on Discrimination

e. Scrutinized Vendor Certification

f. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

✓ To the best of our knowledge, the undersigned firm has no potential conflict of interest.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest.

Acknowledged by:

Creative Contracting Group
Firm Name

Signature

Lisa Addis, V.P.
Name and Title (Print or Type)

8-14-24
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

Creative Contracting Group

Firm Name

Signature

Lisa Addis V.P.

Name and Title (Print or Type)

8-14-24

Date

DRUG-FREE WORKPLACE

Creative Contracting Group is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Creative Contracting Group
Firm Name

Signature

Lisa Addis . V.P.
Name and Title (Print or Type)

8-14-24
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

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

by Lisa Addis, V.P
(print individual's name and title)
for creative Contracting Group
(print name of entity submitting sworn statement)

whose business address is 3141 Fortune Way S-16
Wellington FL 33414.

and (if applicable) its Federal Employer Identification Number (FEIN) is: 200261053

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

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

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

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

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

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

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

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

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

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

_____
(Signature)

The foregoing document was sworn and subscribed before me this 14 day of August, 2024 by Lisa Addis, who is personally known to me or produced N/A as identification.

JOSEPH PATALANO
Notary Public - State of Florida
Commission # HH 264974
My Comm. Expires May 15, 2026
Bonded through National Notary Assn.

_____
Notary Public
My Commission Expires:

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by LISA Addis
(print individual's name and title)
for Creative Contracting Group
(print name of entity submitting sworn statement)

whose business address is 3141 Fortune Way S-16
Wellington FL 33414

and (if applicable) its Federal Employer Identification Number (FEIN) is: 200261053

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

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

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

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand

that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this 14 day of AUGUST, 2024 by Lisa Addis, who is personally known to me or produced N/A as identification.

JOSEPH PATALANO
Notary Public - State of Florida
Commission # HH 264974
My Comm. Expires May 15, 2026
Bonded through National Notary Assn.

Notary Public
My Commission Expires:

NON-COLLUSION AFFIDAVIT

STATE OF FL
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Lisa Addis, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is V.P. of Creative Contracting Group the Bidder that has submitted a Bid to perform work for the following:

ITB No.: O-2024/25 Title: Dry Boat Storage Renovation

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

L Addis
Signature

Subscribed and sworn to (or affirmed) before me this 14 day of August 2024 by Lisa Addis, who is personally known to me or who has produced N/A as identification.

SEAL

JOSEPH PATALANO
Notary Public - State of Florida
Commission # HH 264974
My Comm. Expires May 15, 2026
Bonded through National Notary Assn.

Notary Signature
Notary Name: Joseph Patalano
Notary Public (State): FL.
My Commission No: HH 264974
Expires on: 5/15/26

SECTION 10
SOLICITATION SUMMARY

The Village of North Palm Beach
603 Anchorage Drive
North Palm Beach, FL 33408

LEISURE SERVICES DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation To Bid: Dry Boat Storage Renovation

Due Date and Time: Thursday, August 15, 2024 @ 3:00PM

Name of Proposer: Creative Contracting Group

Address: 3141 Fortune Way S-16, Wellington FL 33414

Contact Person: Lisa Addis

Bid Amount(s): ITEMS #1-#22 = (366,609.00) ALTS #1-#3 (49,300.00)

Authorized Signature: Lisa Addis

Date: 8-15-24

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

ADDIS, LISA M.

CREATIVE CONTRACTING GROUP
3141 FORTUNE WAY
SUITE 16
WELLINGTON FL 33414

LICENSE NUMBER: CGC1513410

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/17/2024

Do not alter this document in any form.

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

NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE
AGENCY PARTNER

August 16, 2023

Re: E&F Florida Enterprises, Inc. dba Creative Contracting Group
Statement of Bondability

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for E&F Florida Enterprises, Inc. dba Creative Contracting Group. Their Surety is United States Fire Insurance Company which carries an A.M. Best Rating of A XIII and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwiring criteria at the time of the request, we should be in position to provide Performance and Payment Bonds for projects up to $750,000 for a single bond and $750,000 in the aggregate. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds. We cannot assume liability to any third party, including you, if we do not execute said bonds.

E&F Florida Enterprises, Inc. dba Creative Contracting Group is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference by our respected client.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Brett Rosenhaus
Florida Licensed Agent

220 Congress Park Drive
Suite 100
Delray Beach, FL 33445
P: 561.454.8210
F: 561.455.4787
W: nielsonbonds.com

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 69668291 briefly described as INTERLOCKING PAVERS & POWER WASHING COUNTY OF PALM BEACH, for E & F FLORIDA ENTERPRISES, INC., as Principal, in the sum of $ TWO THOUSAND AND NO/100 Dollars, for the term beginning October 01, 2023, and ending September 30, 2025, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 3rd day of January, 2024.

WESTERN SURETY COMPANY

By _____
Larry Kasten, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SIOUX FALLS SOUTH DAKOTA

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form 90-A-6-2023

Similar Projects

Your Company's Name: CREATIVE Contracting Group Page 1 of 6

PROJECT # 1 (number each project sequentially, starting with most recent as #1)

LOCATION: 3377 Church ST Jupiter FL. (Jupiter Community Park).

GENERAL DESCRIPTION OF WORK: converted three tennis courts into eight pickleball courts. complete resurfacing + new nets of three tennis courts. work also include removal + replacing Asphalt, fencing, + concrete sidewalks

PERFORMED AS PRIME CONTRACTOR ✓ OR SUBCONTRACTOR_____

$ VALUE OF WORK PERFORMED: $ 237,400

DATE COMPLETED: substancially complete 3/27/24

CONTACT NAME OF PROJECT OWNER OR PRIME CONTRACTOR (YOUR CUSTOMER):

Scott Isberner (Town of Jupiter engineer)

PHONE NUMBER OF PROJECT OWNER OR PRIME CONTRACTOR:

561-741-2281 SCOTTI@Jupiter.fl.us

PROJECT # 2 (number each project sequentially, starting with most recent as #1)

LOCATION: 1501 W. Frederick Small Rd Jupiter FL (Abacoa Community Park)

GENERAL DESCRIPTION OF WORK: Converted a hockey rink into five pickleball courts. Work Also included concrete grinding, patching, resurfacing, installing nets, painting lines, fencing, concrete sidewalks, paths + curbing.

PERFORMED AS PRIME CONTRACTOR ✓ OR SUBCONTRACTOR_____

$ VALUE OF WORK PERFORMED: $ 112,100

DATE COMPLETED: 3/27/24

CONTACT NAME OF PROJECT OWNER OR PRIME CONTRACTOR (YOUR CUSTOMER):

Scott Isberner (Town of Jupiter Engineer)

PHONE NUMBER OF PROJECT OWNER OR PRIME CONTRACTOR:

561-741-2281 SCOTTI@Jupiter.fl.us

Add additional projects by copying this page.

Your Company's Name: Creative Contracting Group Page 2 of 6

PROJECT # 3 (number each project sequentially, starting with most recent as #1)

LOCATION: Town of Lake Park, 610 7th ST., Lake Park FL.

GENERAL DESCRIPTION OF WORK: Constructed a new Park from Scratch with a Gazebo, Pavers, electric, landscaping, grading + demo. Irrigation + Sod, Clearing + grubbing, Concrete work, EARTHWORK, etc.

PERFORMED AS PRIME CONTRACTOR ✓ OR SUBCONTRACTOR_____

$ VALUE OF WORK PERFORMED: 174,910.00

DATE COMPLETED: 5/8/24

CONTACT NAME OF PROJECT OWNER OR PRIME CONTRACTOR (YOUR CUSTOMER):
John Wille, TOWN OF LAKE PARK.

PHONE NUMBER OF PROJECT OWNER OR PRIME CONTRACTOR:
561-881-3345 ext 641 JWille @ lakepark florida.gov

PROJECT # 4 (number each project sequentially, starting with most recent as #1)

LOCATION: 1700 Carandis Rd. Lake Clarke Shores (Community Park)

GENERAL DESCRIPTION OF WORK: Constructed two new pickleball courts from scratch. Job included demo + grading, irrigation, fencing, lighting, concrete sidewalks, valleys, pavers, asphalt, + sod, drainage, earthwork, etc.

PERFORMED AS PRIME CONTRACTOR ✓ OR SUBCONTRACTOR_____

$ VALUE OF WORK PERFORMED: $14,200

DATE COMPLETED: 11/03/23

CONTACT NAME OF PROJECT OWNER OR PRIME CONTRACTOR (YOUR CUSTOMER):
Joseph Lobello (TOWN manager of Lake Clarke Shores)

PHONE NUMBER OF PROJECT OWNER OR PRIME CONTRACTOR:
561-964-1515 ext 1112 JLobello @ lakeclarke.org

Add additional projects by copying this page.

Your Company's Name: Creative Contracting Group. Page 3 of 6

PROJECT # 5 (number each project sequentially, starting with most recent as #1)

LOCATION: Valencia Pointe ; 6395 Castle Gate Blvd, Boynton Beach FL.

GENERAL DESCRIPTION OF WORK: Pickle ball court Repairs. Job included. demo + haul Asphalt, supply + install crush rock, grading, drainage, reinstall nets + fencing., Patchings & Leveling. three coats acrylic resurfacer, + striping for (2) courts.

PERFORMED AS PRIME CONTRACTOR ✓ OR SUBCONTRACTOR_____

$ VALUE OF WORK PERFORMED: 75,495

DATE COMPLETED: 11/13/23

CONTACT NAME OF PROJECT OWNER OR PRIME CONTRACTOR (YOUR CUSTOMER):

Megan Talbott , Property MGR. mtallbott @ castlegroup.com

PHONE NUMBER OF PROJECT OWNER OR PRIME CONTRACTOR:

561-424-9478 / 561-424-9403

PROJECT # 6 (number each project sequentially, starting with most recent as #1)

LOCATION: Huntington Lakes Guardhouse, 7355 Huntington Lakes, Delray

GENERAL DESCRIPTION OF WORK: constructed brand new guardhouse. Job included. demo + grading, Irrigation, drainage, new guardhouse + provided architectual plans, curbing, pavers, concrete slab fountain. etc.

PERFORMED AS PRIME CONTRACTOR ✓ OR SUBCONTRACTOR_____

$ VALUE OF WORK PERFORMED: 262,953

DATE COMPLETED: 7/24/23

CONTACT NAME OF PROJECT OWNER OR PRIME CONTRACTOR (YOUR CUSTOMER):

Christine Villassis , property mgr.

PHONE NUMBER OF PROJECT OWNER OR PRIME CONTRACTOR:

561-498-0228 Christine V @ HLidelray.com.

Add additional projects by copying this page.

Your Company's Name: Creative Contracting Group Page 4 of 6

PROJECT # 7 (number each project sequentially, starting with most recent as #1)

LOCATION: 1961 Via Buena Vida, Wellington FL. (Buena Vida).

GENERAL DESCRIPTION OF WORK: Installed Four Pickleball courts with viewing area. Job included demo existing Tennis courts, stadium seating & concrete footing, lighting, irrigation, Awning area & fans, grading, asphalt, curbs & nets etc. Fencing, Earthwork etc.

PERFORMED AS PRIME CONTRACTOR ✓ OR SUBCONTRACTOR_____

$ VALUE OF WORK PERFORMED: 186,400.

DATE COMPLETED: 10/04/22

CONTACT NAME OF PROJECT OWNER OR PRIME CONTRACTOR (YOUR CUSTOMER):

Kerri Deily, Property Mgr. Kdeily@castlegroup.com

PHONE NUMBER OF PROJECT OWNER OR PRIME CONTRACTOR:

561-422-9191

PROJECT # 8 (number each project sequentially, starting with most recent as #1)

LOCATION: 2400 Pinehurst Dr, Greenacres (Freedom Park)

GENERAL DESCRIPTION OF WORK: Constructed four new volley ball courts. Job included, clearing & grubbing. demo, grading, drainage rock, Swale seating, nets & posts, ~~Earth~~ work, irrigation, sod etc.

PERFORMED AS PRIME CONTRACTOR ✓ OR SUBCONTRACTOR_____

$ VALUE OF WORK PERFORMED: 90,860

DATE COMPLETED: 01/2022.

CONTACT NAME OF PROJECT OWNER OR PRIME CONTRACTOR (YOUR CUSTOMER):

Dario Rubio

PHONE NUMBER OF PROJECT OWNER OR PRIME CONTRACTOR:

561-642-2072. Drubi@greenacresfl.gov.

Add additional projects by copying this page.

Your Company's Name: Creative Contracting Group Page 5 of 6

PROJECT # 9 (number each project sequentially, starting with most recent as #1)

LOCATION: Davis Rd, Palm Springs Florida (Pathways Park).

GENERAL DESCRIPTION OF WORK: Constructed over three miles of sidewalks, including: Clearing & grubbing, Erosion control, demo, custom pavers, sidewalks, curbing, thermoplastic lines, detectable warning, grading, irrigation, sod, fencing, signage etc.

PERFORMED AS PRIME CONTRACTOR ✓ OR SUBCONTRACTOR_____

$ VALUE OF WORK PERFORMED: 512,510.00

DATE COMPLETED: 3-14-22.

CONTACT NAME OF PROJECT OWNER OR PRIME CONTRACTOR (YOUR CUSTOMER):

Andrew Klausner, Pros. Coordinator.

PHONE NUMBER OF PROJECT OWNER OR PRIME CONTRACTOR:

561-584-8200, 8721 AKlausner@VPSfl.org

PROJECT # 10 (number each project sequentially, starting with most recent as #1)

LOCATION: Valencia Pointe, 6395 Castlegate Blvd, Boynton Bch Fl.

GENERAL DESCRIPTION OF WORK: Constructed Four new pickleball courts. Job included: Clearing + grubbing, demo, grading, drainage, crush rock, Asphalt, testing. Acrylic resurfacer, white line paint, nets + posts Fencing, etc.

PERFORMED AS PRIME CONTRACTOR ✓ OR SUBCONTRACTOR_____

$ VALUE OF WORK PERFORMED: 91,667.49

DATE COMPLETED: 8/26/21

CONTACT NAME OF PROJECT OWNER OR PRIME CONTRACTOR (YOUR CUSTOMER):

Megan Talbott, property mgr

PHONE NUMBER OF PROJECT OWNER OR PRIME CONTRACTOR:

561-424-9478 / 561-424-9403

Add additional projects by copying this page.



3141 FORTUNE WAY S -16
WELLINGTON, FL 33414
561-333-1445 / USECCG.COM
Lic # CGC1513410

REFERENCES

Village of Palm Springs / 226 Cypress Ln, Palm Springs Fl / Village Hall N Flex Space Buildout / Andrew Klausner / (561) 584-8200,8721/ aklausner@vpsfl.org / $309,300 / 2023 / Pathway Way Park, $512,510, 2022 / Numerous other projects

Bellagio Resident's Ass. 6525 Bellagio Lakes Blvd. Lake Worth Fl 33467/ Davika Dhanassar / 561-439-8211 / ddhanassar@castlegroup.com / complete clubhouse renovation and restaurant addition /$547,426 / Pickleball courts 2021 / numerous other projects since 2008

Town of Jupiter / Scott Isberner / 561-741-2281 / scotti@jupiter.fl.us / JCP and ACP Tennis courts and pickleball conversion / $349,500 / 2024 / Jupiter Love St / $407,700 / 2020/ North and south pods $274,743 2021 and numerous projects since 2018

Town of Lake Clarke Shores / Joseph Lobello / Town Manager / 561-964-1515 ext 119/ jlobello@lakeclarke.org / new Pickleball court, lighting, pavers, etc / completed 11/3/2023 / $214,200

Dan Chase Development Inc / Dan Chase / 561-718-0747 / Additions / numerous projects since 2010

Huntington Lakes Development / Christine Villasis / 561-498-0228 / Constructed a new Guard House / 2023/ Pickleball courts/ roofs/ numerous projects since 2012

City of Lake Worth Beach / Shannon Garcia / sgarcia@lakeworthbeachfl.gov/ 561-586-1720 / 1749 3rd Avenue South / Memorial Park Renovations / $339,300 / 2024 /Warehouse to Office Conversion / $228,500 / 2021

Town of Lake Park / John Willie / 561-881-3345 ext. 647/ jwille@lakeparkflorida.gov / 7th St Pocket Park / $174,910 / 2023

Village of Wellington Dept of Economic Sustainability / Gloria Kelly / 561-791-4105 / numerous projects on homes for past six years

Constructed (2) Chris Taverna Restaurants and numerous additions in Lake worth and Boynton beach / Chris Charoudis / 561-602-5382.

Medivalue LLC, 3381 Fairlane Farms Rd. Wellington Fl 33414 / Tiffany Rodriguez / trodriguez@ctcpharmacy.com / 561-350-3961 / Complete remodel of 8,000 feet office space / $110,230

Village of Wellington / Marco Roselli / 561-791-4127/ mroselli@wellingtonfl.gov / numerous projects since 2018

Buena Vida HOA / Kerri Deily / 561-422-9191 ext 260/ kdeily@castlegroup.com / Pickleball courts/ 2022 and numerous other projects since 2015

Valencia Pointe HOA/ Megan Talbott / 561-424-9478 / mtalbott@castlegroup.com numerous projects since 2017

Isles at Wellington HOA / Bob Winterfelt / 561-632-8129 / bob@unitedcommunity.net / numerous projects since 2010

Baywinds HOA, WPB / Matt Ball / 561-791-3155 /mball@castlegroup.com / numerous projects since 2008

Broward County Housing Authority / Highland Gardens Complex / 331 NE 48th St. Deerfield Beach / Derrick Morgan / 954-275-6408 / dmorgan@bchafl.org /

City of Lauderdale Lakes / Robin Sooden / 954-535-2758 / RobinS@lauderdalelakes.org / numerous projects since 2018

Institute for Women's Heath, 5507 South Congress Ave Atlantis, Fl / Madeline Christopher / 561-548-3625 / Complete remodel of 6,500 feet office space in 2018 / $262,420

Palm Beach County Dept of Economic Sustainability / Mani Berjano / 561-233-3682 / numerous projects since 2013

Edith Steinhouse 9834 San Luca St. Lake Worth Fl 33467 / 732-261-2458 / epsrwc@comcast.net / Complete rehab of entire home including roof from just block due to fire / completed in 2017 / $276,700

Hundreds of other projects and references available upon request.

Thanks,

Lisa Addis V.P.

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation To Bid – Dry Boat Storage Renovation Services," due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on a thumb drive in a usable PDF format.** If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive The original should be marked "ORIGINAL," and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid: Dry Boat Storage Renovation Services

Due Date and Time: Thursday, August 15 @ 3:00PM

Perez-Borroto Construction LLC, dba TrueBuild Group

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION AND PRICING

4.1 SUMMARY INFORMATION

To be considered for evaluation, the Bidder must submit the following Company Summary information.

Name of Firm: Perez-Borroto Construction LLC, dba TrueBuild Group

Owner or Principal: William Perez-Borroto

Years in Business: 5 years, 8 months

Number of Employees: 4 employees

Name of Primary Contact: William Perez-Borroto

Telephone of Primary Contact: 786-391-4372

Email Address of Primary Contact: william@truebuild.group

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.
- have successfully completed similar projects within the last three (3) years.
- can provide at least three (3) references from past projects.

4.2 PRICING SCHEDULE - PRICES AND RATES

The Bidder must offer a price on all items being bid. See schedule on following page.

(Remainder of this page is intentionally left blank.)

Anchorage Park - Boat Storage Lot
Pricing Schedule

Engenuity Project No. 03045.104

	Description	Unit	Quantity	Unit Cost	Total
1	Mobilization/Demobilization and General Conditions	LS	1	$ 25,000.00	$ 25,000.00
2	Maintenance of Traffic	LS	1	$ 3,500.00	$ 3,500.00
3	NPDES Compliance	LS	1	$ 3,000.00	$ 3,000.00
4	Demolition	LS	1	$ 15,000.00	$ 15,000.00
5	Clearing & Grubbing	LS	1	$ 25,000.00	$ 25,000.00
6	Earthwork	LS	1	$ 15,000.00	$ 15,000.00
7	12" Stabilized Subgrade	SY	6,287	$ 11.50	$ 72,300.50
8	Signage	LS	1	$ 3,840.00	$ 3,840.00
9	8' Chain Link Fence 6 gauge	LF	1,692	$ 62.50	$ 105,750.00
10	Wood ID Post	EA	128	$ 120.00	$ 15,360.00
11	Landscape Timber (Pressure Treated Landscape Timber from Home Depot 3"x4"x8')	LF	5,022	$ 3.00	$ 15,066.00
12	Hedge	LF	732	$ 19.00	$ 13,908.00
13	Swing Gate	EA	4	$ 3,000.00	$ 12,000.00
14	Steel Bollard	EA	11	$ 500.00	$ 5,500.00
15	Type 'C' Inlet	EA	2	$ 3,500.00	$ 7,000.00
16	Pollution baffle	EA	2	$ 500.00	$ 1,000.00
17	18" HDPE	LF	80	$ 70.00	$ 5,600.00
18	Exfiltration Trench	LF	70	$ 70.00	$ 4,900.00
19	6" Reinforced Concrete	SY	37	$ 225.00	$ 8,325.00
20	Sod	SY	332	$ 10.00	$ 3,320.00
21	Seed + Mulch	SY	6,287	$ 3.50	$ 22,004.50
22	Irrigation (Adjust Existing)	LS	1	$ 4,000.00	$ 4,000.00
				TOTAL	$ 386,374.00
23	**Alternate 1:** Demolition & Disposal of old fencing, posts, and gates for 2 dog parks at Anchorage Park	LS	1	$ 3,000.00	$ 3,000.00
24	**Alternate 2:** Purchase and Installation of new 6' black coated chain link fence 6 gauge (including both line and corner posts) for 2 dog parks at Anchorage Park	LF	950 (est.)	$ 60.00	$ 57,000.00
25	**Alternate 3:** Purchase and Installation of new 6' high, 6' wide black coated swing gates (including the gate posts) for 2 dog parks at Anchorage Park	EA	8 gates	$ 3,000.00	$ 24,000.00
				TOTAL	$ 84,000.00

1280 N. Congress Ave., Suite 101
West Palm Beach, FL 33409
| CA#7095

Adam Swaney, P.E.
FL License #72235 561-655-1151

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

PEREZ BORROTO, WILLIAM

TRUEBUILD GROUP
2300 W 84TH STREET, SUITE 113
HIALEAH FL 33016

LICENSE NUMBER: CGC1527399

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/12/2024

Do not alter this document in any form.

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

REFERENCE PROJECTS

Project / Contract Name:	Freightliner of Palm Beach – Site Development and Installation of a New "Truck Service/Repair" Metal Building
Date of Contract:	12/4/2023
Location:	7506 Byron Drive, Riviera Beach, FL 33404
Contract Amount ($):	$2,654,245.00
Contact Person (Name):	Bachrodt Riviera Property LLC
Telephone Number:	954-545-1000
Email Address:	rshick@vtpgo.com
Description of Work:	The scope of work under this contract includes two (2) major scope categories: A Complete sitework development/improvement including but not limited to: Complete removal of existing asphalt. Cut and fill to proposed grades. New Drainage. Earthwork. Asphalt Paving. Striping and Signage. Landscaping. Irrigation. B Construction of a new metal prefab building (Truck Repair and Maintenance Building) approx. 50'x200' including but not limited to: New 50x200 concrete pad with base material, footings, structural steel, thickened edges. Complete erection of the metal building components (materials on-site). Flatwork concrete around building. Underground, rough plumbing, and plumbing fixture connections e. New water line from existing meter to building. Mechanical scope for louvers, exhaust fans, AC units for breakroom. New Electrical service from existing FPL pole to feed new panels and electrical system. New compressed air system for the repair shop. Furnishing and installation of metal doors and hardware. Interior finishes such as drywall, ACT, and painting.

Project / Contract Name:	Upgrade Sewage Station No.0470 and Install 12-inch PVC Force Main from NE 30th Ave to PS 0470
Date of Contract:	6/26/2023
Location:	18490 NE 28th CT, Aventura FL, 33160
Contract Amount ($):	$2,603,361.92
Contact Person (Name):	Miami Dade Water & Sewer Department
Telephone Number:	305-310-0472
Email Address:	Juan.Curiel@miamidade.gov
Description of Work:	The Project pump station improvement work includes but not limited to, providing by-pass pumping during construction until the proposed pump station is completely operational and accepted by the Department; providing a by-pass attendant at all times during the by-pass; two new 58 HP submersible pumps and related equipment; furnishing and installing approx. 96.5 Linear feet of 10-inch DI internal piping to connect to proposed 10-inch discharge FM; furnishing and installing new 12- foot diameter concrete wet well and valve vault; furnishing and installing wet well protective coating; furnishing and installing new top slab and watertight aluminum hatches; constructing raised reinforced concrete platform with handrail, continuous reinforced concrete footer and retaining wall; furnishing and installing all pipes, ductile iron zinc coated valves, fittings, joint restraints, and appurtenances for the new pump station and force mains including 6-inch DI emergency pump out piping connection; furnishing and constructing polyethylene encasement for all DI pipe, fittings, valves, and joint restraints; furnishing and constructing air release valve assemblies for sewage force mains; furnishing and installing new control panel with main and emergency breaker, telemetering, RTU panel, new antenna, pumps power and control connections boxes wiring; raceway and grounding system, junction boxes, starters and disconnect switches including concrete slabs and mounting structures, coordination with FPL for service connection including furnishing and installing new underground service feeder from the existing pad mounted transformer, and connecting to existing underground conduit; furnishing and installing backflow preventer, hose bibb, and new water service connection to existing water main, including furnishing and installing new meter box; removing caps and making two (2) plug in connections to existing force main; furnishing and placing additional suitable backfill, constructing pipe trench bedding when unsuitable fill extends 3' below bottom of pipe, and legal disposal of unsuitable backfill; cutting and removal of portions of existing 12-inch DI sanitary sewer; cutting, capping existing 8-inch discharge force main; sheeting and shoring ordered left in place by the Engineer; pump station start-up and testing; furnish all materials, equipment and supplies necessary for cleaning and testing the main; The Project shall also include demolition, removal, transportation, and legal disposal of construction and demolition material and debris removal of the existing pump station including, but not limited to: the wet well and two dry well structures, top slabs, concrete pads, miscellaneous concrete, all piping, fittings, valves, pumps and pump accessories, mechanical equipment and components, chain link fence and gates, electrical equipment, instrumentation, control panel, conduits and wire, telemetering, SCADA RTU, and antenna; cleaning and flushing existing FM, furnishing and installing flowable fill and caps, coordination with FPL for removal of electric service; removal, transportation, and legal disposal of construction and demolition material and debris, including but not limited to: asphalt pavement, concrete, legal disposal of unsuitable and excess suitable backfill material, pipes, conduits, valves, discarded electrical, mechanical equipment and sod.

Project / Contract Name:	Ford Parking Lot
Date of Contract:	1/27/2023
Location:	7340 NW 41st St, Miami FL 33166
Contract Amount ($):	1,730,000
Contact Person (Name):	Palmetto Ford
Telephone Number:	954-461-2919
Email Address:	rshick@vtpgo.com
Description of Work:	Complete restoration of a new parking lot of 3 acres. Includes removal of unsuitable underground concrete debris of 1,764 cy. New french drains, asphalt, concrete dumpster enclosure, striping and signage, landscaping, irrigation, 50 concrete light poles, perimeter chain link fencing.

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 7/17/2024

Addendum #2, Dated 8/5/2024

Addendum #3, Dated 8/7/2024

Addendum #4, Dated 8/8/2024

Addendum #5, Dated 8/9/2024

Addendum #6, Dated 8/12/2024

Addendum #7, Dated 8/12/2024

Addendum #8, Dated 8/14/2024

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Perez-Borroto Construction LLC dba TrueBuild Group
Firm Name

Signature

William Perez-Borroto
Name and Title (Print or Type)

8/15/2024
Date

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Perez-Borroto Construction LLC dba TrueBuild Group

Street Address:

2300 W 84th St, Suite 113

Mailing Address (if different than Street Address):

Hialeah, FL 33016

Telephone Number(s): 786-391-4372

Fax Number(s): _____

Email Address: william@truebuild.group

Federal Employer Identification Number: 83-2733060

Signature: _____
(Signature of authorized agent)

Print Name: William Perez-Borroto

Title: Manager

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Sworn Statement on Discrimination

e. Scrutinized Vendor Certification

f. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

__X__ To the best of our knowledge, the undersigned firm has no potential conflict of interest.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest.

Acknowledged by:

Perez-Borroto Construction LLC dba TrueBuild Group
Firm Name


Signature

William Perez-Borroto, Manager
Name and Title (Print or Type)

8/15/2024
Date

DRUG-FREE WORKPLACE

Perez-Borroto Construction LLC dba TrueBuild Group is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Perez-Borroto Construction LLC dba TrueBuild Group
Firm Name


Signature

William Perez-Borroto, Manager
Name and Title (Print or Type)

8/15/2024
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

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

by William Perez-Borroto, Manager
(print individual's name and title)
for Perez-Borroto Construction LLC dba TrueBuild Group
(print name of entity submitting sworn statement)

whose business address is 2300 W 84th St, Suite 113, Hialeah, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is: 83-2733060

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

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

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

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

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

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

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

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

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by William Perez-Borroto, Manager
(print individual's name and title)
for Perez-Borroto Construction LLC dba TrueBuild Group
(print name of entity submitting sworn statement)

whose business address is 2300 W 84th St, Suite 113, Hialeah, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is: 83-2733060

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

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

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

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand

that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this 15th day of August, 2024 by William Perez-Borroto, who is personally known to me or produced _____ as identification.

Maria Barreiro
Notary Public
My Commission Expires: 2/22/25

Maria Barreiro
Notary Public
State of Florida
Comm# HH096218
Expires 2/22/2025

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Miami-Dade

Before me, the undersigned authority, personally appeared William Perez-Borroto, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Manager of Perez-BorrotoConstruction LLC dba TrueBuild Group, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: N/A Title: DRY BOAT STORAGE RENOVATION

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this 15th day of August 2024, by William Perez-Borroto, who is personally known to me or who has produced _____ as identification.

SEAL

PEREZ-BORROTO CONSTRUCTION, LLC Limited Liability SEAL 2018 Company FLORIDA

Notary Signature
Notary Name: Maria Barreiro
Notary Public (State): Florida
My Commission No: HH096218
Expires on: 2/22/25

SECTION 10
SOLICITATION SUMMARY

The Village of North Palm Beach
603 Anchorage Drive
North Palm Beach, FL 33408

LEISURE SERVICES DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation To Bid:	Dry Boat Storage Renovation
Due Date and Time:	Thursday, August 15, 2024 @ 3:00PM
Name of Proposer:	Perez-Borroto Construction LLC dba TrueBuild Group
Address:	2300 W 84th St, Suite 113, Hialeah, FL 33016
Contact Person:	William Perez-Borroto
Bid Amount(s):	$386,374.00 + ALTERNATES $84,000
Authorized Signature:	
Date:	8/15/24

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

Original

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation To Bid – Dry Boat Storage Renovation Services," due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive The original should be marked "ORIGINAL," and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid: Dry Boat Storage Renovation Services

Due Date and Time: Thursday, August 15 @ 3:00PM

SoCal Shaker Plates & Construction Site Services, LLC

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION AND PRICING

4.1 SUMMARY INFORMATION

To be considered for evaluation, the Bidder must submit the following Company Summary information.

Name of Firm: SoCal Shaker Plates & Construction Site Services, LLC

Owner or Principal: Maverick Cissell

Years in Business: 5

Number of Employees: 18

Name of Primary Contact: Zach Zuppardo

Telephone of Primary Contact: 951-288-5555

Email Address of Primary Contact: zz@nationalgc.net

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.
- have successfully completed similar projects within the last three (3) years.
- can provide at least three (3) references from past projects.

4.2 PRICING SCHEDULE - PRICES AND RATES

The Bidder must offer a price on all items being bid. See schedule on following page.

(Remainder of this page is intentionally left blank.)

Anchorage Park - Boat Storage Lot
Pricing Schedule

Engenuity Project No. 03045.104

	Description	Unit	Quantity	Unit Cost	Total
1	Mobilization/Demobilization and General Conditions	LS	1	$18,000.00	$18,000.00
2	Maintenance of Traffic	LS	1	$2,500.00	$2,500.00
3	NPDES Compliance	LS	1	$17,500.00	$17,500.00
4	Demolition	LS	1	$22,000.00	$22,000.00
5	Clearing & Grubbing	LS	1	$8,000.00	$8,000.00
6	Earthwork	LS	1	$27,000.00	$27,000.00
7	12" Stabilized Subgrade	SY	6,287	$15.00	$94,305.00
8	Signage	LS	1	$18,963.00	$18,963.00
9	8' Chain Link Fence 6 gauge	LF	1,692	$65.00	$109,980.00
10	Wood ID Post	EA	128	$80.00	$10,240.00
11	Landscape Timber (Pressure Treated Landscape Timber from Home Depot 3"x4"x8')	LF	5,022	$2.00	$10,044.00
12	Hedge	LF	732	$25.00	$18,300.00
13	Swing Gate	EA	4	$3,500.00	$14,000.00
14	Steel Bollard	EA	11	$1,200.00	$13,200.00
15	Type 'C' Inlet	EA	2	$4,500.00	$9,000.00
16	Pollution baffle	EA	2	$8,500.00	$17,000.00
17	18" HDPE	LF	80	$450.00	$36,000.00
18	Exfiltration Trench	LF	70	$350.00	$24,500.00
19	6" Reinforced Concrete	SY	37	$200.00	$7,400.00
20	Sod	SY	332	$10.00	$3,320.00
21	Seed + Mulch	SY	6,287	$6.00	$37,722.00
22	Irrigation (Adjust Existing)	LS	1	$15,000.00	$15,000.00
				TOTAL	$533,974.00
23	**Alternate 1:** Demolition & Disposal of old fencing, posts, and gates for 2 dog parks at Anchorage Park	LS	1	$14,000.00	$14,000.00
24	**Alternate 2:** Purchase and Installation of new 6' black coated chain link fence 6 gauge (including both line and corner posts) for 2 dog parks at Anchorage Park	LF	950 (est.)	$45.49	$43,213.50
25	**Alternate 3:** Purchase and Installation of new 6' high, 6' wide black coated swing gates (including the gate posts) for 2 dog parks at Anchorage Park	EA	8 gates	$1,021.69	$8,173.50
				TOTAL	$65,387.00

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS

1280 N. Congress Ave., Suite 101
West Palm Beach, FL 33409
561-655-1151 | CA#7095

Adam Swaney, P.E.
FL License #72235

PAY ITEMS

Anchorage Park – Boat Storage Lot

Project: 03045.104

Pay Items Notes:

Item 1	Payment for mobilization/demobilization, insurance, bond, license, density testing and other miscellaneous administrative costs, and all other costs to the contractor not specifically identified in the costs of other work under the contract will be made at the contract lump sum price bid for the item. No additional payment shall be made for transportation, communications, office maintenance, and other incidental work or services, and no further payment shall be made for remobilization unless all of the work is suspended by the engineer for a period in excess of three months and through no fault to the contractor. The contract unit price shall include compensation for labor, materials, equipment and all other incidentals required to complete this item.
Item 2	Lump sum price includes all mot signs, posts, barricades, connections, installation and removal. Includes maintenance of traffic and detours as required around the construction areas, removal and reinstallation of existing traffic signs, and maintenance of driveways during construction to allow access to property.
Item 3	Include preparation, submittal, and approval of NPDES Permit Application (Notice of Intent and Notice of Termination), reporting by a person holding a certification as an FDEP NPDES Construction Site Inspector, preparing Stormwater Prevention Pollution Plan (SWPPP) and implementation of best management practices (BMP) and environmental pollution protection throughout construction including but not limited to silt fences, temporary stabilized gravel construction entrance(s), concrete wash down area(s), sandbags, straw bales, gutter buddies adjacent to existing and proposed curb inlets, and drainage structure/inlet protection as outlined in the DRAWINGS and required by the VILLAGE.
Item 4	Includes labor, equipment, supplies, material, transportation, handling, storage, and performing all operations pertaining to the required demolition and disposal of items shown to be removed in the plans.
Item 5	Includes labor, equipment, supplies, material, transportation, handling, storage, and performing all operations pertaining to the required clearing, grubbing and disposal of vegetation, roots, or organic materials required to be removed.
Item 6	Includes labor, equipment, supplies, material, transportation, handling, and storage, and performing all operations pertaining to the required earthwork. Includes all trench excavation, backfill, bedding, and foundation material.
Item 7	Includes all labor, material, equipment and incidentals necessary to provide 12 inches of stabilized subgrade with a minimum limerock bearing ratio of 40. To include but not limited to grading, subgrade shaping, stabilizing, and testing.
Item 8	Includes all labor, material, equipment and all other appurtenances required to furnish and install the signage to comply with project plans.
Item 9	Includes all labor, material, and equipment for the installation of the 8' tall, 6 gauge Chain Link Fence. All trees, brush, and other obstacles which interfere with construction of fencing shall be removed or relocated as directed by the Village.

Item 10	Includes all labor, material, and equipment required to furnish and install the of the wood identification posts as detailed in the plans.
Item 11	Includes all labor, material, and equipment required to furnish, install and paint the pressure treated landscape timber with the dimensions 3"x4"x8". This price shall include the rebar stakes.
Item 12	Includes all labor, material, and equipment for the installation of the hedge as noted in the plans.
Item 13	Includes all labor, material, and equipment required to furnish and install the swing gate. This includes the post, top and bottom rails, gates, hardware, and all else necessary for a complete and functional installation.
Item 14	Includes all labor, material, and equipment required to furnish and install the steel bollard. The fixed bollards shall be constructed in accordance with the plan details.
Item 15	Includes all labor, material, and equipment required to furnish and install the Type C drainage inlets.
Item 16	Includes all labor, material, and equipment required to furnish and install the pollution baffle. The pollution baffle shall be constructed in accordance with the plan details.
Item 17	Includes all labor, material, and equipment required to furnish and install the 18-inch High Density Polyethylene Drainage pipe. The 18-inch HDPE pipe shall be constructed in accordance with the plan details.
Item 18	Includes all labor, material, and equipment required to furnish and install the exfiltration trench. Includes all pipe fittings, aggregate, filter fabric, trench excavation and backfill, trench compaction and disposal of excess materials.
Item 19	Includes all labor, material, and equipment required to furnish and install the reinforced concrete pad as detailed in the plans
Item 20	Includes all materials, labor, equipment, and incidental costs connected with the grading, re-sodding and repair and re-setting of any irrigation heads or pipes disturbed.
Item 21	Includes all labor, material, and equipment for the installation of the seed and mulch.
Item 22	Includes all labor, material, and equipment for the repair and adjusting of the existing irrigation system.
Item 23	Includes all labor, materials, and equipment for the demolition and disposal of old fencing, posts, and gates at two dog parks in Anchorage Park.
Item 24	Includes all labor, materials, and equipment for the purchase and installation of a new 6' black coated chain link fence (6 gauge) and posts at two dog parks in Anchorage Park.
Item 25	Includes all labor, materials, and equipment for the purchase and installation of new black coated 6' high, 6' wide swing gates (8 total), including posts, for two dog parks at Anchorage Park.

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated July 17, 2024

Addendum #2, Dated Aug 05, 2024

Addendum #3, Dated Aug 07, 2024

Addendum #4, Dated Aug 08, 2024

Addendum #5, Dated Aug 09, 2024

Addendum #6, Dated Aug 12, 2024

Addendum #7, Dated Aug 12, 2024

Addendum #8, Dated Aug 14, 2024

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

SoCal Shaker Plates & Construction Site Services, LLC
Firm Name

Signature

Jay Zuppardo, Manager, FL Division
Name and Title (Print or Type)

8/14/24
Date

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:
SoCal Shaker Plates & Construction Site Services, LLC

Street Address:
600 600 Central Avenue #H Unit 105 Lake Elsinore CA 92530

Mailing Address (if different than Street Address):
648 Riverside Rd, N Palm Beach, FL 33408

Telephone Number(s): 951-288-5555

Fax Number(s): _____

Email Address: zz@nationalgc.net

Federal Employer Identification Number: 85-4013411

Signature: _____
(Signature of authorized agent)

Print Name: Jay Zuppardo

Title: Manager, FL Division

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Sworn Statement on Discrimination

e. Scrutinized Vendor Certification

f. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

✓ To the best of our knowledge, the undersigned firm has no potential conflict of interest.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest.

Acknowledged by:

SoCal Shaker Plates & Construction Site Services, LLC
Firm Name

Signature

Jay Zuppardo, Manager, FL Division
Name and Title (Print or Type)

8/14/24
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

SoCal Shaker Plates & Construction Site Services, LLC

Firm Name

Signature

Jay Zuppardo, Manager, FL Division

Name and Title (Print or Type)

8/14/24

Date

DRUG-FREE WORKPLACE

SoCal Shaker Plates & Construction Site Services, LLC is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

SoCal Shaker Plates & Construction Site Services, LLC
Firm Name


Signature

Jay Zuppardo, Manager, FL Division
Name and Title (Print or Type)

8/14/24
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

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

by Jay Zuppardo, Manager, FL Division
(print individual's name and title)
for SoCal Shaker Plates & Construction Site Services, LLC
(print name of entity submitting sworn statement)

whose business address is 600 Central Avenue #H Unit 105 Lake Elsinore CA 92530

and (if applicable) its Federal Employer Identification Number (FEIN) is: 85-4013411

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

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

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

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

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

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

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

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

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

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

_____
(Signature)

The foregoing document was sworn and subscribed before me this 14 day of August, 2024 by Jay Zuppardo, who is personally known to me or produced _____ as identification.

Nikki Smith
Notary Public
My Commission Expires: 12/10/27

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by Jay Zuppardo
(print individual's name and title)
for SoCal Shaker Plates & Construction Site Services, LLC
(print name of entity submitting sworn statement)

whose business address is 600 Central Avenue #H Unit 105 Lake Elsinore CA 92530

and (if applicable) its Federal Employer Identification Number (FEIN) is: 85-4013411

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

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

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

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand

that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this 14 day of August, 2024 by Jay Zuppardo, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires: 12/10/2027

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Jay Zuppardo, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is Jay Zuppardo, Manager, FL Division of SoCal Shaker Plates & Construction Site Services, LLC, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: Dry Boat Storage Renovation Title: Dry Boat Storage Renovation

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this 14 day of August 2024, by Jay Zuppardo, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

Notary Signature Nikki Smith
Notary Name: Nikki Smith
Notary Public (State): Florida
My Commission No: HH 471819
Expires on: 12/10/2027

SECTION 10
SOLICITATION SUMMARY

The Village of North Palm Beach
603 Anchorage Drive
North Palm Beach, FL 33408

LEISURE SERVICES DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation To Bid:	Dry Boat Storage Renovation
Due Date and Time:	Thursday, August 15, 2024 @ 3:00PM
Name of Proposer:	SoCal Shaker Plates & Construction Site Services, LLC
Address:	600 Central Avenue #H Unit 105 Lake Elsinore CA 92530
Contact Person:	Zach Zuppardo
Bid Amount(s):	$533,974.00
Authorized Signature:	
Date:	8/14/24

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

So Cal Shaker Plates 6 Site Service

600 Central Ave, H-105, Lake Elsinore, CA 92530
760-430-9271 zz@nationalgc.net

LIC. # 1099259

VILLAGE OF NORTH PALM BEACH
INVITATION TO BID - DRY BOAT STORAGE RENOVATION
Due August 15, 2024

PAST THREE (3) YEARS EXPERIENCE WITH REFERENCES

City of Miramar - Lake Shore Park Tennis Court Clay Removal - Miramar, FL
Adriel Brown ajbrown@miramarfl.gov
Demolition, Grading
Completed June 2024

City of Pembroke Pines - Metal Building Sitework - Pembroke Pines, FL
Jim Mulvaney 954-450-1060 jmulvaney@ppines.com
Concrete, Demolition, Grading, Landscape, Paving, Sewer, Underground, Water
Completed March 2024

St Lucie County - Lake Indrio Docks & Pavilion - Ft Pierce, FL
Brion Pauly 772-462-2525 pauleyb@stlucieco.org
Carpentry, Concrete, Docks, Grading, Masonry, Pre-fab structure Installation
Completed December 2023

Town of Jupiter - 500 North Delaware Demolition - Jupiter, FL
Thomas Hernandez 561-764-5134 thomash@jupiter.fl.us
Abatement, Demolition
Completed June 2023

Via Industria Temecula - Industrial Park Sitework - Temecula, CA
Chad 951-543-9868
Grading, Site Preparation
Completed December 2022

Krikorian Metroplex 18 Movie Theater - Sitework - Buena Park, CA
Jennifer Krikorian Alvarez 701 N Parkcenter Dr, Santa Ana, CA 92705
Grading, Site Preparation
Completed September 2022

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

CISSELL, MAVERICK

SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC
600 CENTRAL AVE SUITE 105
LAKE ELSINORE CA 92530

LICENSE NUMBER: CGC1533402

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

Village of North Palm Beach
Leisure Services Department

Dry Boat Storage Renovation

Addendu

m No. 1

July 17, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *What is the estimated or set budget for ITB - Dry Boat Storage Renovation project?.*

Response 1: **We've estimated the cost to be around $408,580.00.**

Village of North Palm Beach
Leisure Services Department

Dry Boat Storage Renovation

Addendum

No. 2

August 5, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *During the pre-bid meeting, a question arose about some irrigation equipment located along the berm area on the west side of the storage enclosure.*

Response 1: **This will be capped off before construction.**

Question 2: *During the pre-bid meeting, we discussed the potential availability of extra millings from the Village for this project.*

Response 2: ***However, these millings will not be available. Nevertheless, this doesn't affect our plans, as we have included 12 inches of stabilized subgrade as a line item for which we need your pricing.***

Question 3: *During the pre-bid meeting, a question came up about permits.*

Response 3: **Contractor will need to apply for the following permits using the Village's online system https://www.mgoconnect.org/cp/portal : Dumpster pad/dumpster enclosure & Fence.**

Village of North Palm Beach
Leisure Services Department

Dry Boat Storage Renovation

Addendu

m No. 3

August 7, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *Quickly wanted to reach out to inquire if the village is handling the materials testing for this project? Or, is it the responsibility of the contractor to procure that scope of work?*

Response 1: **For the dry storage ITB, testing is addressed in the pay items under Mobilization/Demobilization and General Conditions. It is item 1 of the notes section and would be the responsibility of the contractor. Thanks!**

Question 2: *Just to clarify : No Bid Bond is needed, Just P&P Bond if awarded?*

Response 2: That's correct, thanks!

603 Anchorage Drive, North Palm Beach, FL 33408 • (561) 841-3386 • www.village-npb.org

Dry Boat Storage Renovation

Addendu

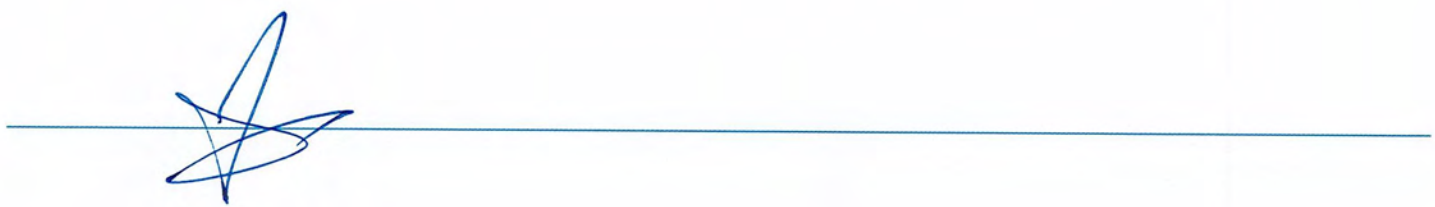
m No. 4

August 8, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *We are requesting information/confirmation on the following item. What are the 2 dog parks existing/proposed layout?*

Response 1: **See attached photos of current 3 dog parks. New fencing would just replace old fencing, so everything would be in same exact spot.**



Dry Boat Storage Renovation

Addendu

m No. 5

August 9, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *Will the proposed layout match the existing one? With three dog areas instead of two, will the total linear footage and gate quantities remain the same?*

Response 1: **Yes, all would be exactly the same.**



Dry Boat Storage Renovation

Addendum No. 6

August 12, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *We are requesting information/confirmation on the following item. 1. Chain link fence detail on sheet 4-5 calls for "6 Gauge Chain Link Fabric" to be used. What is the post/brace/rail gauge to be used? (See below screenshot)*

Response 1: **I discussed this with our engineer. For more information, please see Florida Building code section 2224. There is a table that specifies the required post sizes and thickness for chain link fences in high velocity wind zones.**



Dry Boat Storage Renovation

Addendu

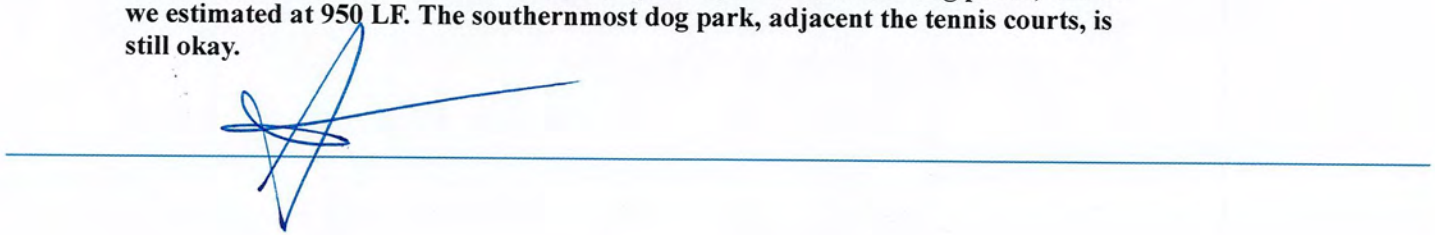
m No. 7

August 12, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *We just had a few questions regarding the dog park area. Could you confirm if it is 2 dog parks or 3? The total LF accounts for Park #1 and #2, not #3. Can you confirm the number of gates? ITB counts 8 Single Gates, we can see the 8 Single gates but also 2 Double Gates. Are there any double gates?*

Response 1: **There are currently double gates, but we weren't planning to add those back in. There are 3 dog parks, all right next to each other. For photos, see addendums on demand star. However, we only want to replace the northern two dog parks, which we estimated at 950 LF. The southernmost dog park, adjacent the tennis courts, is still okay.**



Village of North Palm Beach
Leisure Services Department

Dry Boat Storage Renovation

Addendu

m No. 8

August 14, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *We are requesting information/confirmation on the following item. 1. I see that the bid bond is omitted as per section 2.13. Will the project require a bond? 2. Bid submittal section mentions that "Included in the envelope shall be one (1) original and one (1) electronic version on a thumb drive in a usable PDF format". Invitation to bid mentions that "Each Bidder shall submit one (1) original, three (3) copies, and one (1) electronic version on a thumb drive in a usable PDF format". Which is the one to be contemplated for the package?*

Response 1: **Sorry, yes, it's 3 original copies. No bid bond, but yes, you'll need a performance bond, since per FL statues 255.05 the work is expected to cost more than $200k.**

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SECTION 10
SOLICITATION SUMMARY

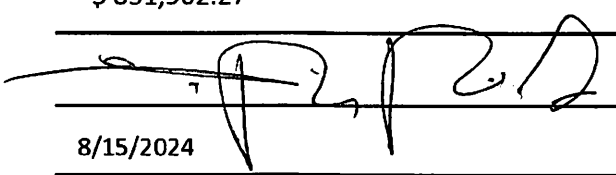
The Village of North Palm Beach
603 Anchorage Drive
North Palm Beach, FL 33408

LEISURE SERVICES DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the Village determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the Village reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for Contract award.

BID INFORMATION

Invitation To Bid:	Dry Boat Storage Renovation
Due Date and Time:	Thursday, August 15, 2024 @ 3:00PM
Name of Proposer:	Lox Construction LLC
Address:	12364 85th Rd N, West Palm Beach FL 33412
Contact Person:	Julian Ramirez De Arellano
Bid Amount(s):	$ 831,902.27
Authorized Signature:	
Date:	8/15/2024

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the Village of North Palm Beach.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.

BID SUBMITTAL

THIS PAGE and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, Florida 33408. Normal Village business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at Village Hall. Each Bid submitted to the Village Clerk **shall have the following information clearly marked on the face of the envelope:** The Bidder's name, return address, "Invitation To Bid – Dry Boat Storage Renovation Services," due date for Bids, and the title of the Bid. Included in the envelope shall **be one (1) original and one (1) electronic version on a thumb drive in a usable PDF format.** If the Solicitation Summary is not included in the envelope as a hard copy, the Village may deem your Bid non-responsive The original should be marked "ORIGINAL," and the electronic copy must be identical to the original. In the event of any discrepancy between the original bid and the electronic copy, the original bid shall be the governing document. Bids must contain all information required to be included in the submittal, as described in the Solicitation.

Invitation to Bid: Dry Boat Storage Renovation Services

Due Date and Time: Thursday, August 15 @ 3:00PM

Lox Construction

Name of Bidder

SECTION 4
COMPANY SUMMARY INFORMATION AND PRICING

4.1 SUMMARY INFORMATION

To be considered for evaluation, the Bidder must submit the following Company Summary information.

Name of Firm: Lox Construction LLC

Owner or Principal: Julian Ramirez De Arellano

Years in Business: 5

Number of Employees: 5

Name of Primary Contact: Julian Ramirez De Arellano

Telephone of Primary Contact: 5612990044

Email Address of Primary Contact: support@loxconstruction.com

NOTE: **The Bidder shall attach additional information demonstrating they:**

- are a licensed and bonded General Contractor within Florida.
- have successfully completed similar projects within the last three (3) years.
- can provide at least three (3) references from past projects.

4.2 PRICING SCHEDULE - PRICES AND RATES

The Bidder must offer a price on all items being bid. See schedule on following page.

(Remainder of this page is intentionally left blank.)

PAY ITEMS

Anchorage Park – Boat Storage Lot

Project: 03045.104

Pay Items Notes:

Item 1	Payment for mobilization/demobilization, insurance, bond, license, density testing and other miscellaneous administrative costs, and all other costs to the contractor not specifically identified in the costs of other work under the contract will be made at the contract lump sum price bid for the item. No additional payment shall be made for transportation, communications, office maintenance, and other incidental work or services, and no further payment shall be made for remobilization unless all of the work is suspended by the engineer for a period in excess of three months and through no fault to the contractor. The contract unit price shall include compensation for labor, materials, equipment and all other incidentals required to complete this item.
Item 2	Lump sum price includes all mot signs, posts, barricades, connections, installation and removal. Includes maintenance of traffic and detours as required around the construction areas, removal and reinstallation of existing traffic signs, and maintenance of driveways during construction to allow access to property.
Item 3	Include preparation, submittal, and approval of NPDES Permit Application (Notice of Intent and Notice of Termination), reporting by a person holding a certification as an FDEP NPDES Construction Site Inspector, preparing Stormwater Prevention Pollution Plan (SWPPP) and implementation of best management practices (BMP) and environmental pollution protection throughout construction including but not limited to silt fences, temporary stabilized gravel construction entrance(s), concrete wash down area(s), sandbags, straw bales, gutter buddies adjacent to existing and proposed curb inlets, and drainage structure/inlet protection as outlined in the DRAWINGS and required by the VILLAGE.
Item 4	Includes labor, equipment, supplies, material, transportation, handling, storage, and performing all operations pertaining to the required demolition and disposal of items shown to be removed in the plans.
Item 5	Includes labor, equipment, supplies, material, transportation, handling, storage, and performing all operations pertaining to the required clearing, grubbing and disposal of vegetation, roots, or organic materials required to be removed.
Item 6	Includes labor, equipment, supplies, material, transportation, handling, and storage, and performing all operations pertaining to the required earthwork. Includes all trench excavation, backfill, bedding, and foundation material.
Item 7	Includes all labor, material, equipment and incidentals necessary to provide 12 inches of stabilized subgrade with a minimum limerock bearing ratio of 40. To include but not limited to grading, subgrade shaping, stabilizing, and testing.
Item 8	Includes all labor, material, equipment and all other appurtenances required to furnish and install the signage to comply with project plans.
Item 9	Includes all labor, material, and equipment for the installation of the 8' tall, 6 gauge Chain Link Fence. All trees, brush, and other obstacles which interfere with construction of fencing shall be removed or relocated as directed by the Village.

Item 10	Includes all labor, material, and equipment required to furnish and install the of the wood identification posts as detailed in the plans.
Item 11	Includes all labor, material, and equipment required to furnish, install and paint the pressure treated landscape timber with the dimensions 3"x4"x8". This price shall include the rebar stakes.
Item 12	Includes all labor, material, and equipment for the installation of the hedge as noted in the plans.
Item 13	Includes all labor, material, and equipment required to furnish and install the swing gate. This includes the post, top and bottom rails, gates, hardware, and all else necessary for a complete and functional installation.
Item 14	Includes all labor, material, and equipment required to furnish and install the steel bollard. The fixed bollards shall be constructed in accordance with the plan details.
Item 15	Includes all labor, material, and equipment required to furnish and install the Type C drainage inlets.
Item 16	Includes all labor, material, and equipment required to furnish and install the pollution baffle. The pollution baffle shall be constructed in accordance with the plan details.
Item 17	Includes all labor, material, and equipment required to furnish and install the 18-inch High Density Polyethylene Drainage pipe. The 18-inch HDPE pipe shall be constructed in accordance with the plan details.
Item 18	Includes all labor, material, and equipment required to furnish and install the exfiltration trench. Includes all pipe fittings, aggregate, filter fabric, trench excavation and backfill, trench compaction and disposal of excess materials.
Item 19	Includes all labor, material, and equipment required to furnish and install the reinforced concrete pad as detailed in the plans
Item 20	Includes all materials, labor, equipment, and incidental costs connected with the grading, re-sodding and repair and re-setting of any irrigation heads or pipes disturbed.
Item 21	Includes all labor, material, and equipment for the installation of the seed and mulch.
Item 22	Includes all labor, material, and equipment for the repair and adjusting of the existing irrigation system.
Item 23	Includes all labor, materials, and equipment for the demolition and disposal of old fencing, posts, and gates at two dog parks in Anchorage Park.
Item 24	Includes all labor, materials, and equipment for the purchase and installation of a new 6' black coated chain link fence (6 gauge) and posts at two dog parks in Anchorage Park.
Item 25	Includes all labor, materials, and equipment for the purchase and installation of new black coated 6' high, 6' wide swing gates (8 total), including posts, for two dog parks at Anchorage Park.

Anchorage Park - Boat Storage Lot
Pricing Schedule

Engenuity Project No. 03045.104

	Description	Unit	Quantity	Unit Cost	Total
1	Mobilization/Demobilization and General Conditions	LS	1	$94,024.85	$94,024.85
2	Maintenance of Traffic	LS	1	$2,619.60	$2,619.60
3	NPDES Compliance	LS	1	$14,050.24	$14,050.24
4	Demolition	LS	1	$31,553.11	$31,553.11
5	Clearing & Grubbing	LS	1	$54,547.65	$54,547.65
6	Earthwork	LS	1	$35,310.28	$35,310.28
7	12" Stabilized Subgrade	SY	6,287	$49.51	$311,272.43
8	Signage	LS	1	$6,035.56	$6,035.56
9	8' Chain Link Fence 6 gauge	LF	1,692	$78.59	$132,971.02
10	Wood ID Post	EA	128	$55.84	$7,147.32
11	Landscape Timber (Pressure Treated Landscape Timber from Home Depot 3"x4"x8')	LF	5,022	$4.04	$20,292.38
12	Hedge	LF	732	$26.85	$19,654.88
13	Swing Gate	EA	4	$3,274.50	$13,098.01
14	Steel Bollard	EA	11	$654.90	$7,203.91
15	Type 'C' Inlet	EA	2	$3,405.48	$6,810.97
16	Pollution baffle	EA	2	$916.86	$1,833.72
17	18" HDPE	LF	80	$55.01	$4,400.93
18	Exfiltration Trench	LF	70	$140.15	$9,810.41
19	6" Reinforced Concrete	SY	37	$235.76	$8,723.28
20	Sod	SY	332	$18.86	$6,261.90
21	Seed + Mulch	SY	6,287	$6.72	$42,244.12
22	Irrigation (Adjust Existing)	LS	1	$2,035.70	$2,035.70
				TOTAL	$831,902.27
23	**Alternate 1:** Demolition & Disposal of old fencing, posts, and gates for 2 dog parks at Anchorage Park	LS	1	$5,959.09	$5,959.09
24	**Alternate 2:** Purchase and Installation of new 6' black coated chain link fence 6 gauge (including both line and corner posts) for 2 dog parks at Anchorage Park	LF	950 (est.)	$49.52	$47,047.66
25	**Alternate 3:** Purchase and Installation of new 6' high, 6' wide black coated swing gates (including the gate posts) for 2 dog parks at Anchorage Park	EA	8 gates	$5,705.51	$5,705.51
				TOTAL	$58,712.26

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS

1280 N. Congress Ave., Suite 101
West Palm Beach, FL 33409
561-655-1151 | CA#7095

Adam Swaney, P.E.
FL License #72235

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

RAMIREZ DE ARELLANO, JULIAN ALFREDO

LOX CONSTRUCTION, LLC
12364 85TH RD N
WEST PALM BEACH FL 33412

LICENSE NUMBER: CGC1528482

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/11/2024

Do not alter this document in any form.

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

SERO Regional Office

Nationwide Mutual Insurance Co.
1100 Locust Street, Dept. 2006
Des Moines, IA 50391-2006
Phone: (866) 387-0457 ext. 5410
Fax: (866) 508 – 4104

August 15, 2024

To: The Village of North Palm Beach
603 Anchorage Drive
North Palm Beach, FL 33408

For: Lox Construction, LLC
12364 85th Rd N
West Palm Beach, FL 33412

RE: Dry Boat Storage Renovation

To Whom It May Concern:

It has been the privilege of Nationwide Mutual Insurance Company to provide surety bonds on behalf of the above contractor since April 2024. In our opinion Lox Construction, LLC remains properly financed, well equipped, and capably managed.

At the present time, Nationwide Mutual Insurance Company provides a $2,400,000.00 single project/ $3,000,000.00 aggregate program to Lox Construction, LLC. As always, Nationwide Mutual Insurance Company reserves the right to perform normal underwriting at the time of any bond requests, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to you, your affiliates, or any other parties, if for any reason we do not execute such bonds.

Nationwide Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (2022 Department Circular 570) and is rated A and XV by A.M. Best Company.

Very Truly Yours,

Alessandro M. Cardarelli, Director Business Development – Contract Surety
Nationwide Mutual Insurance Company

Prime Contractor Prior Experience

Bidder Company Name: Lox Construction

PROJECT 1

PROJECT NAME: Crest-wood Community Park Royal Palm Beach

Project Location: 900 Crestwood Blvd, Royal Palm Beach

Project Description:

The project involved the construction of a new park, encompassing all necessary scopes of work. Lox Construction project members were fully aware of the tasks assigned to each subcontractor, ensuring all work was coordinated within everyone's scope and schedule since our work needed to be done with multiple subs. Although our specific tasks did not directly relate to certain aspects, there were similarities in the overall project, such as new stormwater drainage systems, new tennis courts built from the ground up, a new parking lot, new fencing, new landscaping, new electrical.

Bidder was: ☐ Prime Contractor or ☒ Subcontractor

Bidder was underground contractor : ☐ Yes or ☒ No

Indicate Project elements completed by Prime Contractor If utility project, describe utility type (water, stormwater, sewer), size and length of pipe:

Construction Methodology:

List project scope similarities:

Work perform was directly related to the construction of a community park. Our direct scope was specifically related to the construction of bathrooms, cmu installation, structural installations such as footers with steel columns and tie beams, roof truss structure, sidewalks curbs. Project similarities were: new tennis courts and fencing, sidewalks and paving , landscaping, storm-water drainage, electrical, plumbing, new playground features.

Project Cost:

Initial Contract Value $ 112,500.00

Change Orders $ 5,275.00

Final Contract Value $ 117,775.00

Explain Reason(s) for Change Orders:

Additional work that was out of scope.

Project Timeline: Start Date January 2024

Contract Time Extension 0 calendar days

Completion Date April 2024

Explain Reason(s) for Time Extension:

Litigation (if encountered): _____

Owner/Contact: Yesid Guatame (Name) Timothy DeLand (Title)
Way point Contracting(PRIME)/ Town of Royal Palm Beach

Telephone: ( ) 7864726736 E-Mail: yguatame@waypointci.com
tdeland@royalpalmbeachfl.gov

(F)

Prime Contractor Prior Experience

PROJECT 2

PROJECT NAME: Lift Station 1024,1043, 5209

Project Location: Multiple locations within Palm Beach

Project Description: Perform all concrete work for the refurbish of 3 lift stations.

Bidder was: ☐ Prime Contractor or ☒ Subcontractor

Bidder was underground contractor : ☐ Yes or ☒ No

Indicate Project elements completed by Prime Contractor If utility project, describe utility type (water, stormwater, sewer), size and length of pipe:

Construction Methodology:

List project scope similarities:

All ground concrete, sidewalks and curbs.

Project Cost: Initial Contract Value $ 130,000.00

Change Orders $ 0

Final Contract Value $ 130,000.00

Explain Reason(s) for Change Orders: _____

Project Timeline: Start Date March 2024

Contract Time Extension _____ calendar days

Completion Date May 2024

Explain Reason(s) for Time Extension: _____

Project Challenges Encountered and Actions Taken: _____

Litigation (if encountered): _____

Kervin Flores

Owner/Contact: Hinterland Group/ West Palm Beach Public Utilities

Name Title

Telephone: ( ) 5616403503 E-Mail: kflores@hinterlandgroup.com

(F)

Prime Contractor Prior Experience

PROJECT 3

PROJECT NAME: 294 Cordova Reconstruction

Project Location: West Palm Beach Florida

Project Description:

Reconstruction of a historical property over 100 years old. The project included the complete renovation of the house with new electrical, plumbing, and mechanical systems, as well as structural reinforcements to address the building's age and instability. High-end finishes and complex design concepts were incorporated throughout. Additionally, all new site work was completed, including a new stormwater drainage system featuring Nyloplast drain basins and 12-inch pipes around the property with exfiltration trenches, ornamental fencing, hardscaping, new aprons and sidewalks, landscaping, and the installation of a backup generator.

This project also consisted on renovating a guest house on a different stage after main house was completed.

Bidder was: ☒ Prime Contractor or ☐ Subcontractor

Bidder was underground contractor : ☒ Yes or ☐ No

Indicate Project elements completed by Prime Contractor If utility project, describe utility type (water, stormwater, sewer), size and length of pipe:

Storm-water drainage plan: 2 storm water 24" sump nyloplaste with 300+ feet of HDPE pipes and 2 3x3x15 ex filtration trenches.

Construction Methodology:

List project scope similarities:

Fencing, landscaping, drainage system, reconstruction project

Project Cost: Initial Contract Value $ 3,373,739.00

Change Orders $ 0

Final Contract Value $ 3,373,739.00

Explain Reason(s) for Change Orders: _____

Project Timeline: Start Date June 2021

Contract Time Extension _____ calendar days

Completion Date January 2023

Explain Reason(s) for Time Extension: _____

Project Challenges Encountered and Actions Taken: _____

Litigation (if encountered): _____

Owner/Contact: Steve Simpson
Name Title

Telephone: ( ) 561-262-6263 E-Mail: stevedrivefast@hotmail.com

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated Jul 17, 2024

Addendum #2, Dated Aug 5, 2024

Addendum #3, Dated Aug 7, 2024

Addendum #4, Dated Aug 8, 2024

Addendum #5, Dated Aug 9, 2024

Addendum #6, Dated Aug 12, 2024

Addendum #7, Dated Aug 12, 2024

Addendum #8, Dated Aug 14 2024

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Lox Construction
Firm Name

Signature

Julian Ramirez De Arellano/ President
Name and Title (Print or Type)

8/14/2024
Date

Village of North Palm Beach
Leisure Services Department

Dry Boat Storage Renovation

Addendum

No. 1

July 17, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *What is the estimated or set budget for ITB - Dry Boat Storage Renovation project?.*

Response 1: **We've estimated the cost to be around $408,580.00.**

Village of North Palm Beach
Leisure Services Department

Dry Boat Storage Renovation

Addendum

No. 2

August 5, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *During the pre-bid meeting, a question arose about some irrigation equipment located along the berm area on the west side of the storage enclosure.*

Response 1: **This will be capped off before construction.**

Question 2: *During the pre-bid meeting, we discussed the potential availability of extra millings from the Village for this project.*

Response 2: ***However, these millings will not be available. Nevertheless, this doesn't affect our plans, as we have included 12 inches of stabilized subgrade as a line item for which we need your pricing.***

Question 3: *During the pre-bid meeting, a question came up about permits.*

Response 3: **Contractor will need to apply for the following permits using the Village's online system https://www.mgoconnect.org/cp/portal : Dumpster pad/dumpster enclosure & Fence.**

Village of North Palm Beach
Leisure Services Department

Dry Boat Storage Renovation

Addendum

No. 3

August 7, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *Quickly wanted to reach out to inquire if the village is handling the materials testing for this project? Or, is it the responsibility of the contractor to procure that scope of work?*

Response 1: **For the dry storage ITB, testing is addressed in the pay items under Mobilization/Demobilization and General Conditions. It is item 1 of the notes section and would be the responsibility of the contractor. Thanks!**

Question 2: *Just to clarify : No Bid Bond is needed, Just P&P Bond if awarded?*

Response 2: That's correct, thanks!

Village of North Palm Beach

Leisure Services Department

Dry Boat Storage Renovation

Addendum

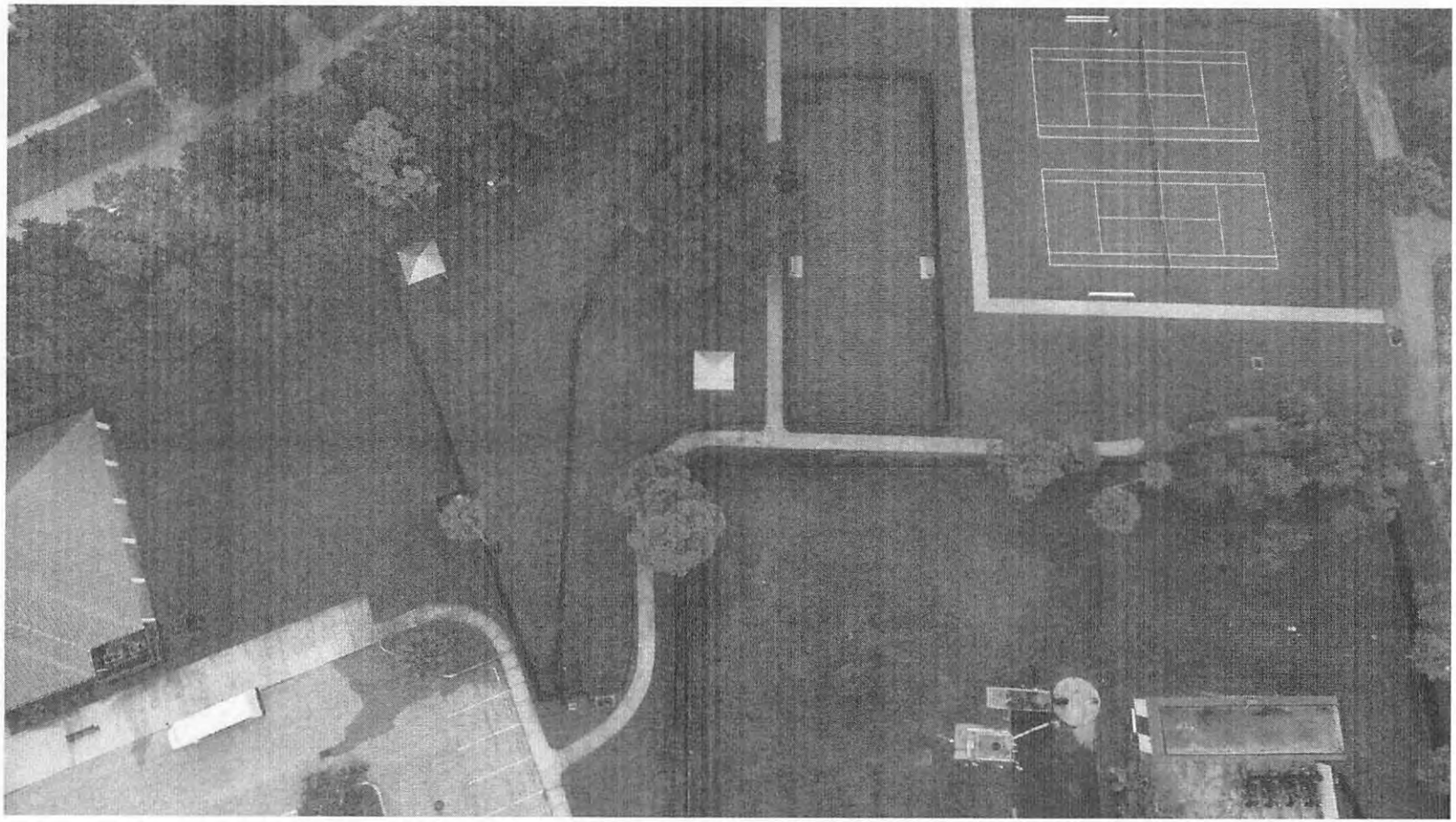
No. 4

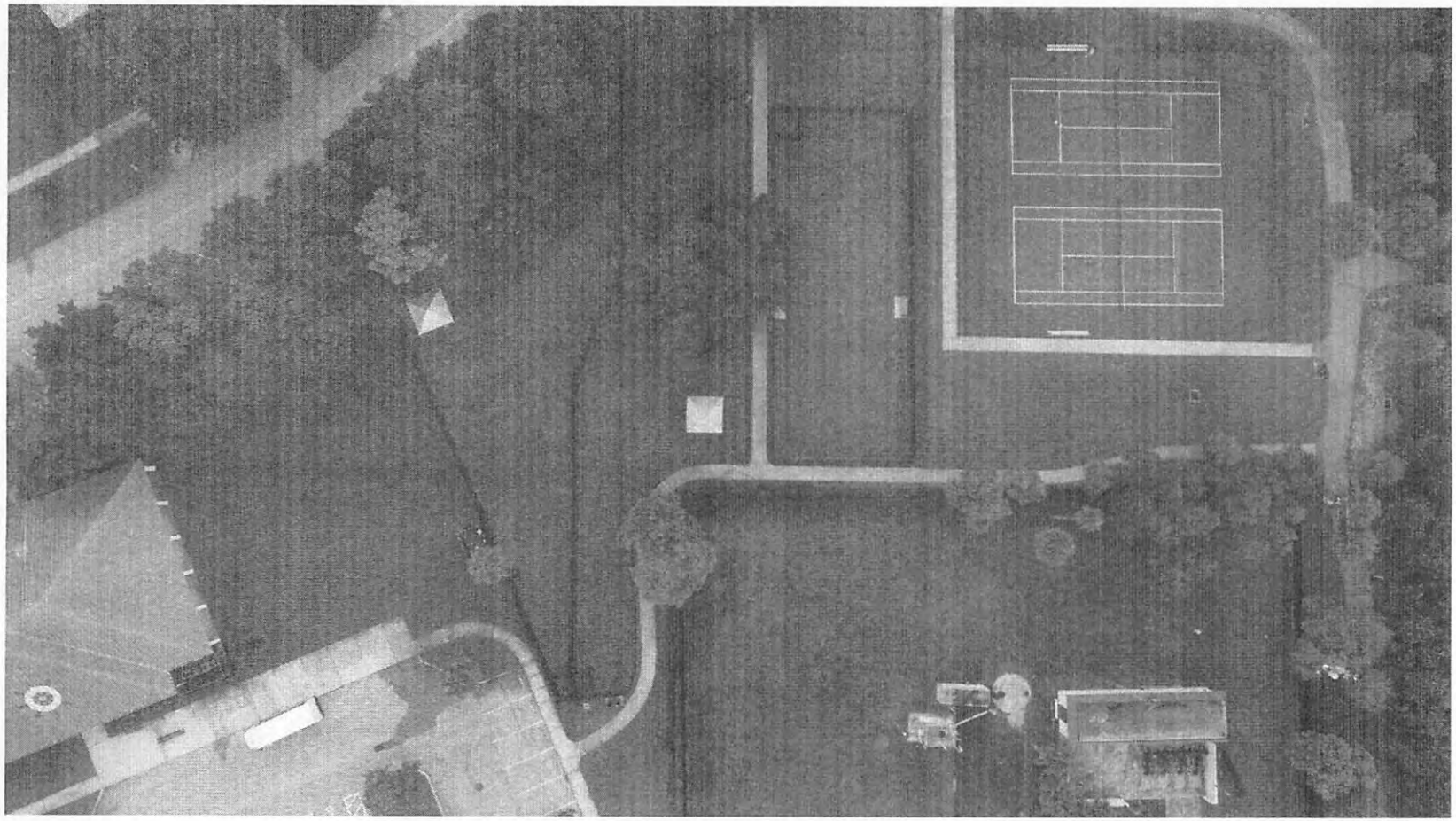
August 8, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *We are requesting information/confirmation on the following item. What are the 2 dog parks existing/proposed layout?*

Response 1: **See attached photos of current 3 dog parks. New fencing would just replace old fencing, so everything would be in same exact spot.**





Village of North Palm Beach

Leisure Services Department

Dry Boat Storage Renovation

Addendum

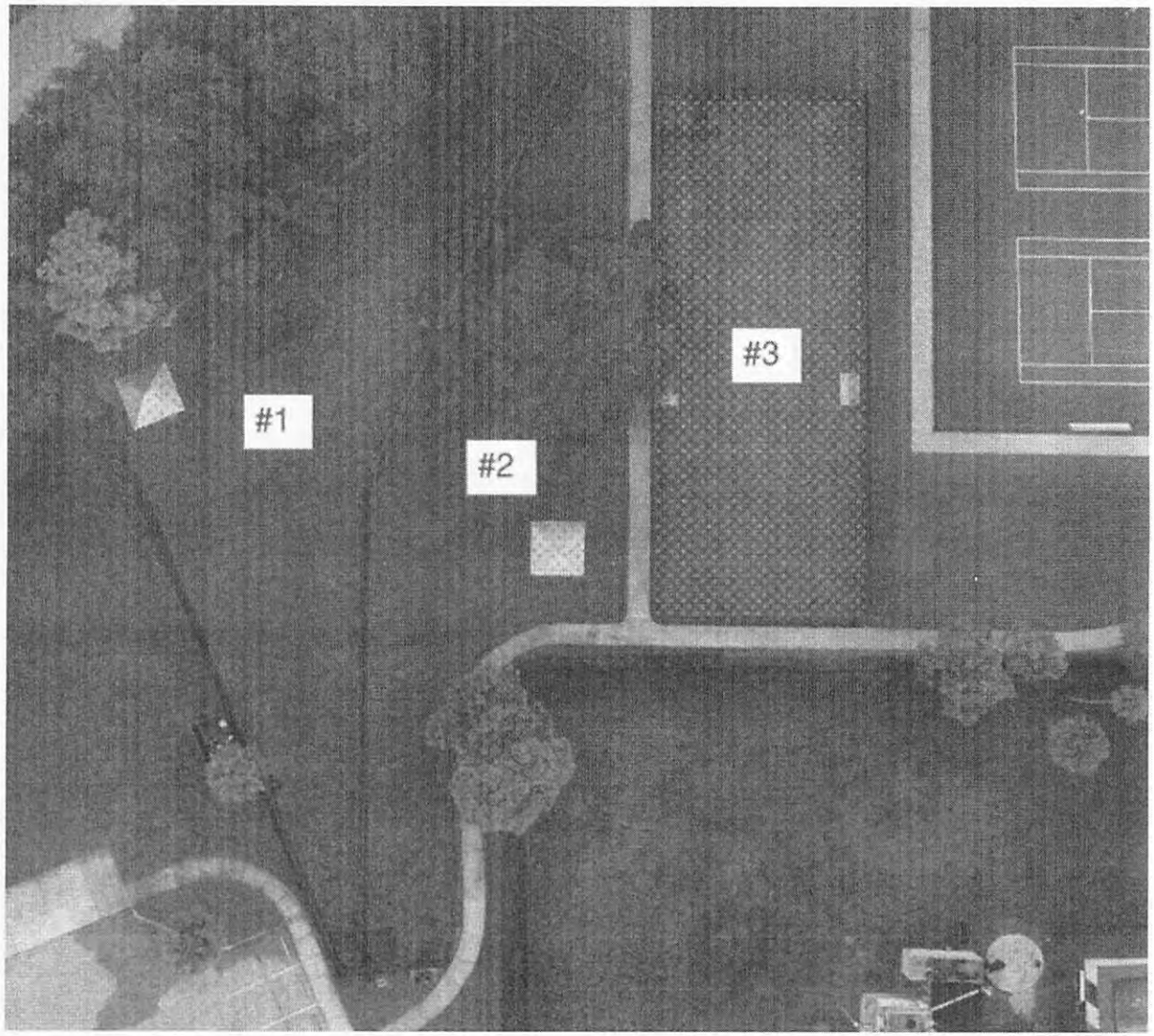
No. 5

August 9, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *Will the proposed layout match the existing one? With three dog areas instead of two, will the total linear footage and gate quantities remain the same?*

Response 1: **Yes, all would be exactly the same.**


#1
#2
#3

Village of North Palm Beach

Leisure Services Department

Dry Boat Storage Renovation

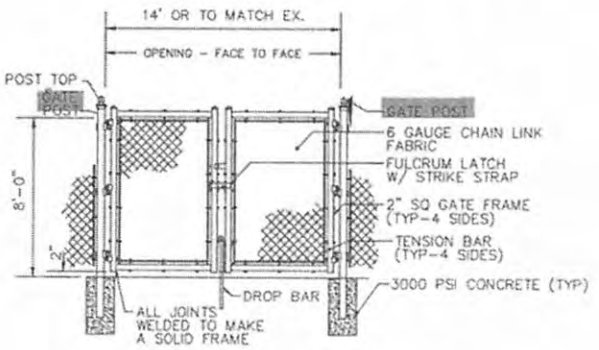
Addendum No. 6

August 12, 2024

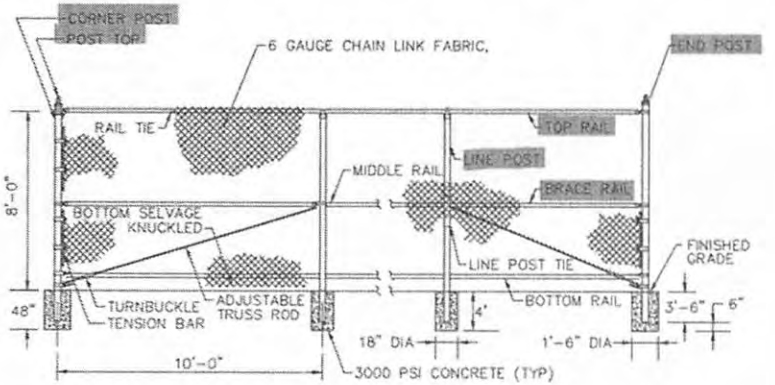
SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *We are requesting information/confirmation on the following item. 1. Chain link fence detail on sheet 4-5 calls for "6 Gauge Chain Link Fabric" to be used. What is the post/brace/rail gauge to be used? (See below screenshot)*

Response 1: **I discussed this with our engineer. For more information, please see Florida Building code section 2224. There is a table that specifies the required post sizes and thickness for chain link fences in high velocity wind zones.**



CHAIN LINK FENCE DOUBLE SWING GATE



CHAIN LINK FENCE (8' EXTERIOR)

1. FENCE AND POSTS SHALL BE VINYL COATED BLACK
2. BOTTOM RAIL INSTALLED AT EXISTING GRADE. BOTTOM OF FENCING FINISH 2" BELOW GRADE.
3. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS SHOWING COMPLIANCE WITH FLORIDA BUILDING CODE VERIFYING FOOTER AND POST SIZE.
4. TENSION WIRE TO BE INSTALLED AND FASTENED WITH HOG RINGS

Village of North Palm Beach

Leisure Services Department

Dry Boat Storage Renovation

Addendum

No. 7

August 12, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *We just had a few questions regarding the dog park area. Could you confirm if it is 2 dog parks or 3? The total LF accounts for Park #1 and #2, not #3. Can you confirm the number of gates? ITB counts 8 Single Gates, we can see the 8 Single gates but also 2 Double Gates. Are there any double gates?*

Response 1: **There are currently double gates, but we weren't planning to add those back in. There are 3 dog parks, all right next to each other. For photos, see addendums on demand star. However, we only want to replace the northern two dog parks, which we estimated at 950 LF. The southernmost dog park, adjacent the tennis courts, is still okay.**

Village of North Palm Beach
Leisure Services Department

Dry Boat Storage Renovation

Addendum

No. 8

August 14, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, August 15, 2024

Question 1: *We are requesting information/confirmation on the following item. 1. I see that the bid bond is omitted as per section 2.13. Will the project require a bond? 2. Bid submittal section mentions that "Included in the envelope shall be one (1) original and one (1) electronic version on a thumb drive in a usable PDF format". Invitation to bid mentions that "Each Bidder shall submit one (1) original, three (3) copies, and one (1) electronic version on a thumb drive in a usable PDF format". Which is the one to be contemplated for the package?*

Response 1: **Sorry, yes, it's 3 original copies. No bid bond, but yes, you'll need a performance bond, since per FL statues 255.05 the work is expected to cost more than $200k.**

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Lox Construction

Street Address:

12364 85th Rd N West Palm Beach FL 33412

Mailing Address (if different than Street Address):

Telephone Number(s): 561-299-0044

Fax Number(s): _____

Email Address: support@loxconstruction.com

Federal Employer Identification Number: 84-4023802

Signature: _____
(Signature of authorized agent)

Print Name: Julian Ramirez De Arellano

Title: President

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE VILLAGE MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the Village if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Drug-Free Work Place

d. Sworn Statement on Discrimination

e. Scrutinized Vendor Certification

f. Non-Collusion Affidavit

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this Contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the Village of North Palm Beach.

Furthermore, all Bidders must disclose the name of any Village employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this Contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

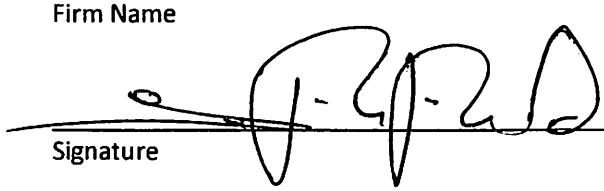
Please check one of the following statements and attach additional documentation if necessary:

X To the best of our knowledge, the undersigned firm has no potential conflict of interest.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest.

Acknowledged by:

Lox Construction
Firm Name



Signature

Julian Ramirez De Arellano/ President
Name and Title (Print or Type)

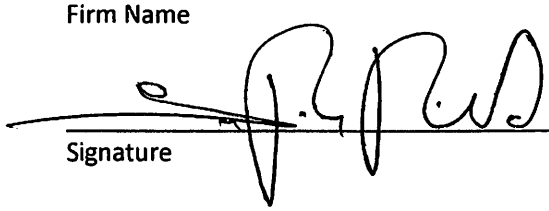
8/14/2024
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted Contractors list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a Contractor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted Contractors list.

Acknowledged by:

Lox Construction
Firm Name



Signature

Julian Ramirez De Arellano/ President
Name and Title (Print or Type)

6/14/2024
Date

DRUG-FREE WORKPLACE

Lox Constrution is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Lox Construction
Firm Name

Signature

Julian Ramirez De Arellano/ President
Name and Title (Print or Type)

8/14/2024
Date

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

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

by Julian Ramirez De Arellano
(print individual's name and title)
for Lox Construction
(print name of entity submitting sworn statement)

whose business address is 12364 85th Rd N West Palm Beach Florida 33412

and (if applicable) its Federal Employer Identification Number (FEIN) is: 84-4023802

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

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

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

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

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

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

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

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

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

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

_____
(Signature)

The foregoing document was sworn and subscribed before me this 14 day of August, 2024 by Julian Ramirez who is personally known to me or produced DL as identification.

_____
Notary Public
My Commission Expires: 7/09/28

JOHN ROBERT BRADLEY
MY COMMISSION # HH536325
EXPIRES: June 09, 2028

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by Julian Ramirez De Arellano/ President
(print individual's name and title)
for Lox Construction
(print name of entity submitting sworn statement)

whose business address is 12364 85th rd N West Palm Beach Florida 33412

and (if applicable) its Federal Employer Identification Number (FEIN) is: 84-4023802

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

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

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

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand

that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this 14 day of August, 2024 by Julian Ramirez, who is personally known to me or produced DL as identification.

Notary Public
My Commission Expires: 7/09/28

JOHN ROBERT BRADLEY
MY COMMISSION # HH536325
EXPIRES: June 09, 2028

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Julian Ramirez De Arellano, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is President of Lox Construction, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: ITB-Dry Boat Storage Renovation-0-2024/ZS Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed Contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this 14 day of August 2024 by Julian Ramirez De Arellano, who is personally known to me or who has produced DL as identification.

SEAL

Notary Signature _____
Notary Name: John Bradley
Notary Public (State): Florida
My Commission No: HH 536325
Expires on: 7/09/28

JOHN ROBERT BRADLEY
MY COMMISSION # HH536325
EXPIRES: June 09, 2028

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Chad Girard, Director of Public Works

DATE: September 12, 2024

SUBJECT: **RESOLUTION - Approving a Contract with Precision Landscape Company of Palm Beach County, Inc. for Landscaping and Grounds Maintenance Services at an annual cost of $834,867.00.**

On June 28, 2024, the Village issued a Request for Proposals (RFPs) for Landscaping and Grounds Maintenance Services. This solicitation was advertised in the Palm Beach County Legal Notices Website and was posted on both the Village website and Demand Star, where it received wide distribution. Twelve (12) vendors attended the mandatory pre-bid meeting on July 10, 2024 held at Village Hall in the Council Chambers, and the Village received eight (8) sealed proposals on August 7, 2024.

A four (4) member Selection Committee was assembled to rate the proposals based on:

1. Proposal Pricing
2. Personnel Qualifications
3. Project Management Plan
4. Past Performance/Client References
5. Workload and Contract Litigation

The Request for Proposals process allowed for the consideration of other factors instead of just cost. This was critical as this contract covers the majority of the Village's parks, the Country Club (with the exception of the golf course), and the public rights-of-way. The Selection Committee considered the most qualified proposal to be from Precision Landscape Company of Palm Beach County, Inc. at a cost of $834,867.00 per year. See the rankings below:

Rank	Vendor	Total Points	Annual Cost
1	Precision Landscape	374	$834,867.00
2	Mainguy Landscape	300	$739,980.00
3	Superior Landscape	287	$1,216,205.68
4	Arazoza Brothers Corp	281	$943,021.00
5	Juniper	273	$553,692.00
6	Terracon	264	$627,633.45
7	Brightview	262	$971,547.00
8	CWA – Chris Wayne and Associates	239	$792,225.00

Precision Landscape received the highest score because the company demonstrated a superior understanding of the project's unique requirements and provided a comprehensive plan that emphasized quality and long-term sustainability. While their bid was not the lowest in terms of cost, Precision Landscape's proposal highlighted

the company's extensive experience with similar projects, a highly skilled team, and a commitment to using high-quality, durable materials that would reduce future maintenance costs. Additionally, the company's strong track record of delivering projects on time and within budget, along with excellent references from past clients, reassured the Committee that Precision Landscape would offer the best overall value and ensure the long-term success of the project.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Public Works Streets/Grounds Maintenance	A7321-33491	Contractual Services	324,750.00
General Fund	Parks and Recreation	A8028-33491	Contractual Services	401,367.00
Country Club	Country Club Clubhouse Grounds	L8059-33491	Contractual Services	108,750.00

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a Contract with Precision Landscape Company of Palm Beach County, Inc. for Landscaping and Grounds Maintenance Services at an annual cost of $834,867.00, with funds expended from Account Number A7321-33491 (Public Works/Streets & Grounds - Contractual Services), Account Number L8059-33491 (Country Club/Clubhouse Grounds - Contractual Services), and A8028-33491 (Parks & Recreation – 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, ACCEPTING THE PROPOSAL SUBMITTED BY PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC. FOR LANDSCAPING AND GROUNDS MAINTENANCE SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 28, 2024, the Village advertised a Request for Proposals for Landscaping and Grounds Maintenance Service ("RFP"), and the Village received eight proposals in response to the RFP; and

WHEREAS, the Selection Committee evaluated and rated the proposals in accordance with the criteria set forth in the RFP and based on such evaluation, the Committee recommended accepting the proposal submitted by Precision Landscaping Company of Palm Beach County, Inc.; and

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

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

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

Section 2. The Village Council accepts the proposal submitted by Precision Landscape Company of Palm Beach County, Inc. to provide landscaping and grounds maintenance services at a total annual cost not to exceed $834,867.00, with $327,750.00 expended from Account No. A7321-33491 (Streets & Grounds – Contractual Services), $401,367.00 expended from Account No. A8028-33491 (Parks & Recreation – Contractual Services), and $108,750.00 expended from Account No. L8059-33491 (Clubhouse Grounds – Contractual Services). The Village Council further authorizes the Mayor and Village Clerk to execute a contract for the performance of such services, a copy of which is attached hereto and incorporated herein.

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

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

PASSED AND ADOPTED THIS ____DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT

This Contract is made as of the _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC., a Florida corporation, hereinafter referred to as the VENDOR.

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

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work is for **Landscaping and Ground Maintenance Services** in accordance with the Request for Proposals issued by the Village, and VENDOR's Proposal submitted in response to the Request for Proposals, which are incorporated herein by reference. VENDOR shall perform the Work 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.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall become effective October 1, 2024 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7. This Contract shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

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

SECTION 3: VILLAGE'S REPRESENTATIVE.

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

SECTION 4: COMPENSATION AND METHOD OF PAYMENT**.**

A. The VILLAGE agrees to compensate the VENDOR for providing **Landscaping and Grounds Maintenance Services** and for which Purchase Orders are issued in accordance with VENDOR's Proposal, which is attached hereto and incorporated herein by reference.

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

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

SECTION 5: INDEMNIFICATION.

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

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

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

SECTION 6: PERSONNEL**.**

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

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

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

SECTION 7: TERMINATION.

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

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

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

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

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

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

SECTION 10: SUCCESSORS AND ASSIGNS.

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

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

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

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

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

SECTION 13: ACCESS AND AUDITS.

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

SECTION 14: NONDISCRIMINATION.

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

SECTION 15: ENFORCEMENT COSTS.

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

SECTION 16: SEVERABILITY.

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

SECTION 17: MODIFICATIONS OF WORK.

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

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

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

SECTION 18: PUBLIC ENTITY CRIMES.

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

SECTION 19: PROTECTION OF WORK AND PROPERTY.

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

B. The VENDOR will also take every necessary precaution to ensure the safety of the

VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

SECTION 20: WARRANTY/GUARANTY.

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

SECTION 21: COMPLIANCE WITH LAWS.

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

SECTION 22: NOTICE.

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

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

and if sent to the VENDOR shall be mailed to:

Precision Landscape Company of Palm Beach County, Inc.
Attn: Rick Giordano
9450 Old Dixie Highway
North Palm Beach, FL 33408

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

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

SECTION 24: WAIVER.

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

SECTION 25: PREPARATION.

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

SECTION 26: SURVIVABILITY.

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

SECTION 27: WAIVER OF SUBROGATION.

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

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

SECTION 28: INSPECTOR GENERAL.

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

SECTION 29: INVOICING AND PAYMENT:

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

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

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

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

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

C. The invoice shall contain the Proposer's Federal Employer Identification Number.

D. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida's Prompt Payment Act (for non-construction).

SECTION 30: ADDITIONAL SERVICES;

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

SECTION 31: PUBLIC RECORDS.

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

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

A. Keep and maintain public records required by the VILLAGE to perform the service.

B. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the VENDOR does not transfer the records to the VILLAGE.

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

records, in a format that is compatible with the information technology systems of the VILLAGE.

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

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

SECTION 33. E-VERIFY.

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

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;

B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;

D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;

F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not VENDOR, shall be grounds for the VILLAGE to order VENDOR immediately terminate the contract with the subcontractor; and

G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statues, VENDOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

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

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

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL, MAYOR

ATTEST:

BY: _____
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

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 **Precision Landscape Company of Palm Beach County, Inc.**

3. **Precision Landscape Company of Palm Beach County, 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:

VILLAGE OF NORTH PALM BEACH

REQUEST FOR PROPOSALS FOR LANDSCAPING AND GROUNDS MAINTENANCE SERVICES

VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FL 33408

ADVERTISEMENT, INSTRUCTION, SPECIFICATIONS,
GENERAL TERMS AND CONDITIONS

REQUEST FOR PROPOSALS

The Village of North Palm Beach will be receiving sealed proposals to provide **Landscaping and Grounds Maintenance Services.**

Sealed proposals (one original plus five copies and one digital copy) will be received by the Village Clerk's Office at 501 U.S Highway One, North Palm Beach, Florida 33408 until **10:30 A.M. EST on Wednesday, July 31, 2024**. Any proposals received after the time specified will not be accepted and shall be returned unopened to the Proposer. All proposals will be publicly opened and read aloud in the Village Council Chambers.

The Request for Proposals is open to inspection and may be obtained at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408 or on the Village's website: www.village-npb.org.

A **mandatory pre-Proposal meeting** is scheduled for **10:00 A.M. EST on Wednesday, July 10, 2024** at the Village of North Palm Beach. Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408. Failure to attend the mandatory pre-Proposal meeting may result in the rejection of your Proposal.

No proposal may be withdrawn for a period of sixty (60) days after the scheduled closing date for the receipt of proposals except as otherwise provided in the Instructions to Proposers and Terms and Conditions.

The Village of North Palm Beach reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise. The award, if made, will be made to the most responsive Proposer whose proposal is determined by the Village, in its sole discretion, to be most advantageous.

VILLAGE OF NORTH PALM BEACH, FLORIDA
Chuck Huff, Village Manager

Publish: Palm Beach County Legal Notices Website
Date: 6/28/2024

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Date: 6/28/2024

INSTRUCTIONS TO PROPOSERS AND TERMS AND CONDITIONS

GENERAL INFORMATION/PROPOSAL SUBMITTAL

The Proposal Documents consist of:

1. Request for Proposals;
2. Instructions to Proposers and Terms and Conditions;
3. Scope of Work/Specifications
4. Drug Free Workplace Certification;
5. Sworn Statement on Public Entity Crimes;
6. Scrutinized Vendor Certification
7. Proposal Form;
8. Standard Contract for Services;
9. Any Addenda issued prior to the date designated for receipt of proposal.

Complete sets of the Proposal Documents shall be used in preparing the submitted Proposal. The Village of North Palm Beach ("Village") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words "**Proposal for Landscaping and Grounds Maintenance Services**" on the outside and mailed or hand-delivered to the Village Clerk on or before the specified time and date. **Each Proposer shall submit one (1) original, five (5) copies and (1) digital copy of its Proposal.**

A **mandatory pre-Proposal meeting** is scheduled for **10:00 A.M. EST on Wednesday, July 10, 2024** at the Village of North Palm Beach, Village Hall, 501 US1, North Palm Beach, Florida 33408. Failure to attend the mandatory pre-Proposal meeting may result in the rejection of your Proposal.

It is the Proposer's sole responsibility to ensure that its Proposal is received by the Village Clerk on or before the closing date and time. The Village shall in no way be responsible for delays caused by any other occurrence. Proposals submitted by e-mail telephone, telegram or facsimile will **not** be accepted.

The proposal opening time shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. Such proposals shall be returned unopened.

All proposals must be typewritten or filled in with pen and ink. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed or the signature attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All corrections made to the proposal price must be initialed.

Proposers shall not be allowed to modify their proposals after the opening time and date.

Pursuant to Section 119.071(1)(b)2, Florida Statutes, sealed proposals remain exempt from public disclosure until such time as the Village provides notice of its intended decision to accept a Proposal or for thirty (30) days after opening, whichever is earlier.

The submission of a proposal shall constitute an incontrovertible representation by the Proposer that the Proposal Documents and Contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the requested services.

CONTACT PERSON

For information concerning this Proposal, please contact:

Marc Holloway
Field Operations Manager
Village of North Palm Beach 501 US Highway 1
North Palm Beach, FL 33408 561-691-3440

All questions must be submitted in writing by e-mail to mholloway@village-npb.org **at least seven (7) days prior to the proposal opening**.

ACCEPTANCE/REJECTION

The Village reserves the right to accept or to reject any or all proposals in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Proposer, who in the sole opinion of the Village, is the lowest responsive, responsible Proposer and whose Proposal will be most advantageous to the Village. The Village reserves the right to reject the Proposal of any Proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The Village reserves the right to re-issue the Request for Proposals.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal Response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in this proposal solicitation are the only conditions applicable to the Proposal and the Proposer's authorized signature affixed to the Proposer acknowledgment form attests to this.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of Proposals will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Submission of a Proposal constitutes acknowledgment by the Proposer of the

receipt of addenda. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Proposer to verify that he/she received all addenda issued before Proposals are opened. No authorization is allowed by Village personnel to interpret, or give information as to Proposal requirements in addition to that which is contained in the written Proposal document and addenda.

CONTRACTUAL AGREEMENT

All terms and conditions of the Proposal Documents shall be included and incorporated in the Standard Contract, a copy of which is included in the Proposal Documents. The order of contract precedence shall be the Contract and then Proposal Documents and Proposal Response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

FEDERAL AND STATE TAX

The Village is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the Village shall **not** be authorized to use the Village's Tax Exemption Number in securing materials for performance of the work associated with this Project.

LEGAL REQUIREMENTS

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VARIANCES

The Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of proposal evaluation, Proposers must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, the Village shall construe the Proposal to fully comply with the specifications, terms and conditions as given herein.

AWARD

The Village reserves the right to hold all Proposals and Proposal Guarantees for a period not to exceed sixty (60) days after the date of proposal opening stated in the Request for Proposal.

PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the time set for opening of the proposals. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the Village the goods or services set forth in the attached specifications until one or more of the

proposals have been duly accepted by the Village.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the Village and promptly demonstrates to the reasonable satisfaction of the Village that there was a material and substantial mistake in the preparation of his/her Proposal, that Proposer may withdraw his/her Proposal. Thereafter, that Proposer will be disqualified from further proposals on the work.

CERTIFICATION

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Proposal and must be in the name of the vendor shown on the Proposal page.

NON-APPROPRIATIONS

The obligations of the Village to make a Proposal award and execute a Contract under the terms of this "Request for Proposal" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Village, at its sole discretion, shall have the right to reject all proposals.

PROPOSAL FORMS

In filling out proposal forms, Proposers shall be governed by the following provisions.

A. Proposals must be made on the blanks provided herewith.

B. Proposal amount shall be shown in words and figures.

C. Any proposal which in any manner fails to conform to the condition of the published notice may be rejected.

D. Proposals must be signed in ink by the Proposer with the signature in full.

E. Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Proposal.

F. If a Proposer wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Any changes or alteration of prices in the proposal must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

QUALIFICATION OF PROPOSERS

This proposal shall be awarded only to a responsible Proposer, qualified by experience to provide the services specified. Each Proposer shall submit the following information with its proposal:

A. A list of at least three (3) client references providing the client name, address, project representative and telephone number for clients served within the past three (2) years. Include a brief description of the services performed for each client.

B. List of equipment and facilities available to do the work.

C. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.

D. List of experience and personnel requirements as set forth in the Scope of Work/Specifications.

Failure to submit the above requested information may be cause for rejection of the Proposal.

REGULATIONS, PERMITS AND FEES

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

INSURANCE REQUIREMENTS

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

A. The Proposer shall maintain Comprehensive General Liability Insurance with minimum coverage limits of $1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate for bodily injury and property damage and $2,000,000 in the general aggregate for products/completed operations. Comprehensive General Liability Insurance shall include endorsements for property damage, personal injury, contract liability, product liability and independent contractor coverage.

B. The Proposer shall maintain Comprehensive Automobile Liability Insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect against claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Proposer or by anyone directly or indirectly employed by the Proposer.

C. The Proposer 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, to be maintained by the Proposer shall specifically include the Village as an Additional Insured. The Proposer shall be responsible for any deductibles related to said insurance.

TERM OF CONTRACT

The initial term of the proposed contract shall be for a period of three (3) years, commencing on October 1, 2024 and ending on September 30, 2027 and 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. No cost increase to the Village shall be imposed within the initial term or any renewal term unless otherwise agreed to in writing by the parties.

CONE OF SILENCE

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

NON-COLLUSION

By submitting a Proposal, each Proposer affirmatively represents that neither the Proposer nor any of its officers, partners, owners, agents, representatives or employees have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer to submit a collusive or sham Proposal or have in any manner directly or indirectly sought by agreement or collusion to fix the prices of the Proposal or to secure through any agreement or collusion any advantage. The prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, or employees.

SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS:

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

Evaluation Criteria and Procedures:

A. Vendors are evaluated as per the **Evaluation Criteria.** The Village reserves the right to obtain additional information from Proposers.

B. Vendors have a continuing obligation to provide the Village with any material changes to the information requested.

C. Points for each of the Evaluation Criteria are identified below.

Evaluation Rating Categories:

20 Maximum Points	Proposal Pricing
20 Maximum Points	Personnel Qualifications (Years of Experience, Arborist on staff)
20 Maximum Points	Project Management Plan
20 Maximum Points	Past Performance/Client References **20 Maximum Points** Workload and Contract Litigation
100 Maximum Points	Total

Required Information for Evaluation Proposals (to be included in Qualification Statement)

Proposal Pricing: (20 Point Maximum)
Provide pricing on the Proposal Form supplied with this RFP.

Personnel Qualifications: (20 Point Maximum)
Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project, which may include the following:

- Project Superintendent.
- Arborist
- Site Supervisors.
- Full-Time Service Crews.

Provide a brief resume for each employee who will furnish professional and technical support expertise on this contract. This should include the following:

- Function(s) in the company.
- Title and number of years of service with the company.

Project Management Plan: (20 Point Maximum)
Detail how you intend to meet or exceed the required standards.

Past Performance: (Conducted by Public Works Manager) (20 Point Maximum)

Client References – Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of three (3) and maximum of five (5) client references.

Identify each client reference:

- Name of Client.
- Client contact information **including email address**
- Award date and expiration date of contract.
- Total number of workers/ supervisors assigned to contract.
- Annual dollar value of contract.

Workload and Contract Litigation: (20 Point Maximum)

Project List – Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on October 1, 2024. The individual project details shall include:

- Name of Contract Client
- Brief Project Scope
- Contract Budget
- Contract Duration (Award Date – Expiration Date)

Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.

Provide all items listed in the above Proposal Pricing, Personnel Qualifications, Project Management Plan, Past Performance (Client References), and Workload and Contract Litigation sections as part of your RFP response. These items are the expected deliverables to be evaluated for award of contract.

The Village expressly reserves the right to modify the procedures set forth herein for the selection/evaluation process.

Evaluation Scoring Scale:

20 Point Scale

Superior Response:	(16 - 20 Points)
Good Response:	(10 - 15 Points)
Fair Response:	(5 - 9 Points)
Failed Response:	(0 - 4 Points)

Evaluation Scoring Scale Definitions:

Superior Response: Comprehensively meets the requirements and intent for the RFP. Information was clearly presented and complete. Response demonstrated a thorough understanding of the RFP scope and requirements. Evaluation demonstrates a mastery of the evaluation category. Response demonstrates proposers' selection would be both a considerable value and benefit to the RFP project goals.

Good Response: Meets the majority of the requirements and intent for the RFP. Information was clearly presented and complete with minimal deficiencies. Response demonstrated a good understanding of the RFP scope and requirements. Evaluation demonstrates a considerable knowledge of the evaluation category. Response demonstrates proposers' selection would be both a value and benefit to the RFP project goals.

Fair Response: Minimally meets the requirements and intent for the RFP. Information was presented with some deficiencies. Response demonstrated an average understanding of the RFP scope and requirements. Evaluation demonstrates a minimal knowledge of the evaluation category.

Failed Response: Does not meet the requirements and intent for the RFP. Information was presented with excessive deficiencies. Response demonstrated an insufficient understanding of the RFP scope and requirements. Evaluation demonstrates an insufficient knowledge of the evaluation category.

Evaluation Committee members will independently evaluate each proposer based on the rating categories for the evaluation process. Points will be awarded from zero (0) to the maximum points allowed for the category. Points are not awarded in a winner-takes-all format. Proposers may tie in individual category and cumulative point awards. Following award of points by the Evaluation Committee to all proposers, the Village Clerk will combine and average points awarded to each firm for each category. The Village will commence contract negotiations with the proposer scoring the highest rating, based on the evaluation process scoring, and continue negotiations in order of ranking, if required.

SCOPE OF WORK/SPECIFICATIONS

3.1 INTRODUCTION.

The Village of North Palm Beach Public Works Department is seeking proposals from qualified firms to provide all materials and services necessary to provide Comprehensive Landscape and Grounds Maintenance and Related Services, including pest control, fertilization and on demand additional services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals ("RFP"). The Village reserves the right to award some or all Services to one or more qualified firms on a non-exclusive basis.

Leisure Services locations include:

- Lakeside Park: 680 Lakeside Drive
- Library: 303 Anchorage Drive
- Osborne Park: 705 Prosperity Farms Rd
- Community Center: 1200 Prosperity Farms Rd
- Veterans Park: 303 Anchorage Drive (adjacent library)
- Anchorage Park: 603 Anchorage Drive

Country Club locations include:

- 951 US Hwy 1

Public Works locations include:

- Numerous facilities and locations (see List of Maintenance Areas below)

3.2 SCOPE OF WORK

3.2.1. SUMMARY

The landscape objectives for this Project are to provide a visually pleasing and environmentally sound landscape with high standards of maintenance.

3.2.2. The Scope of Services and Schedule are summarized in the table below:

Scope of Services
Response Time Commitments
Litter/Debris Removal
Edging
Trimming
Shrub Pruning
Mowing
Blowing
Raking

Instructions

Mulching
Flower Bed Replacement
Weed Control
Fertilization
Irrigation
Pest Scouting, Disease Control, and Treatment
On Demand Additional Services

3.2.2.1 Mowing times shall be between the hours of 8:00AM – 6:00PM, Monday through Saturday. Mowing times for the NPB Country Club shall be from 7:30 am – 4:30 pm Monday through Friday. No mowing shall occur on Sundays, July 4th, Thanksgiving Day, Christmas Day, or New Year's Day, unless prior approval has been provided by the Project Manager. The Contractor shall coordinate the maintenance work schedule with the Project Manager so as not to conflict with any scheduled activity or event.

3.2.2.2. The Parks Superintendent serves as the Project Manager for all Leisure Services grounds. Contact information is as follows:

Parks Superintendent
Anchorage Park
603 Anchorage Drive
North Palm Beach, FL 33408
Phone: (561) 841-3386
www.village-npb.org

3.2.2.3. The General Manager serves as the Project Manager for all Country Club grounds. Contact information is as follows:

Beth Davis, CCM
General Manager
951 US Hwy 1
North Palm Beach, FL 33408
Phone: (561) 691-1070
www.village-npb.org

3.2.2.4. The Field Operations Manager serves as the Project Manager for all other facilities and rights of way. Contact information is as follows:

Marc Holloway
Field Operations Manager
Public Works
645 Prosperity Farms Road
North Palm Beach, FL 33408
Phone: (561) 691-3440
www.village-npb.org

3.2.3. Service Areas.

The areas to be serviced are shown in the tables below:

Leisure Services - List of Maintenance Areas	
Location	**St. Augustine/Bahia (Sq. Ft.)**
Lakeside Park – 680 Lakeside Drive	214,631
Library – 303 Anchorage Drive	32,467
Osborne Park – 705 Prosperity Farms Rd	19,891
Community Center – 1200 Prosperity Farms Rd	202,038
Veterans Memorial Park – 303 Anchorage Drive (Excluding Bermuda grass)	4,500
Anchorage Park – 603 Anchorage Drive	415,567
Totals	**889,094**

Country Club - List of Maintenance Areas	
Location	**St. Augustine/Bahia (Sq. Ft.)**
North Palm Beach Country Club – 951 US Hwy 1	346,345
Totals	**346,345**

Public Works - List of Maintenance Areas	
Location	**St. Augustine/Bahia (Sq. Ft.)**
Village Hall – 501 U.S. Hwy. 1	35,469
Public Safety – 560 U.S. Hwy. 1	80,689
Public Works Complex – 645 Prosperity Farms Road	4,680
Alternate A1A (1^{st} and 2^{nd} median north of Northlake Blvd.)	11,100
Northlake Blvd. (Medians - FEC Tracks to U.S. Hwy 1)	43,444
U.S. Highway 1 (Medians – Palmetto Road to Carolinda Drive)	110,608
Prosperity Farms Road (Medians – Fairhaven Dr to Burns Road)	7,500
Prosperity Farms Road (Right-of-Way – East & West back of sidewalk to curb, Same as above	85,645

Alamanda Drive (St. Claire school access from Alamanda Drive)	7,350
Alamanda Drive (West right-of-way between 1005 Alamanda Drive and end of road)	9,900
Corsair Drive (Edge of pavement to wall between Anchorage Drive and Ebbtide Drive)	18,660
Corsair Drive (Service alley Anchorage Drive to Ebbtide Drive) (Ebbtide drainage swale)	8,495
Dogwood Circle (Median – East of Westwind Drive)	1,425
Ebbtide Drive (Median – East of U.S. Hwy 1)	1,425
Golfview Road (Medians – U.S. Hwy 1 to McLaren Road)	20,384
Lagoon Drive (Island in front of 721 Lagoon Drive)	900
Laurel Court (Island east of Laurel Road)	2,520
Lighthouse Bridge (East and West Bridge Right-of-Way)	13,520
Lighthouse Drive (Medians – U.S. Hwy. 1 to Lakeside Park)	9,825
Lighthouse Drive (Entry way signs south to pump station 50' off property line)	24,600
Par Court (Median – East of Overlook Drive)	1,725
Wabash Drive – (Right-of-Way from 2555 Wabash Drive to Prosperity Farms Rd.)	1,825
South Anchorage Drive (Median – East of U.S. Hwy. 1)	1,500
South Anchorage Drive (Medians – West of U.S. Hwy. 1)	3,075
Yacht Club Drive (Median – East of U.S. Hwy. 1)	1,425
Monet Road (Right-of-Way south side of road)(Park at end of road)	23,250
Juniper Road Canal (Right-of-Way east side of canal only)	57,500
Firetree Road Canal (Right-of-Way south side of canal only)	56,600
Fairhaven Place (Center island only)	3,650
Prosperity Farms Road (2509 Wabash Dr and 2510 Sun Cove Rd)	10,000
Prosperity Farms Road (2501 Sun Cove Ln)	4,500
Prosperity Farms Road (2508 Pepperwood Circle)	3,500
Prosperity Farms Road (2509 Pepperwood Cir S.)	2,750
Prosperity Farms Road (2510 Pepperwood Cir S.)	3,500
Prosperity Farms Road (2511 Pepperwood Cir N.)	2,000
Totals	**673,409**

Instructions

3.2.4. Quality Assurance.

3.2.4.1. Contractor shall be an individual or firm of established capability, experience and reputation, which is regularly engaged in, and which maintains a regular force of workers skilled in performing the Services as outlined in this RFP.

3.2.4.2. Contractor shall hold a current business tax receipt issued in Palm Beach County and possess a minimum of five (5) years' experience performing landscaping and grounds maintenance services under its current business name and ownership under contracts with a similar size, scope, and complexity. The Field Supervisor must have a minimum of three (3) years field supervisory experience on work of a similar size, scope, and complexity.

3.2.4.3. All Contractors shall visit the site(s) and inspect all Service areas, Irrigation, and landscape prior to submitting a proposal.

3.2.4.4. All Contractors shall comply with all sections of these Specifications.

3.2.4.5. No Services are to be subcontracted without the prior written consent of the Village.

3.2.4.6. Contractor shall comply with all applicable local, state and federal health and safety requirements, including the latest revisions to the Occupational and Safety and Health Administration (OSHA) standards, American National Standards Institute (ANSI) Z133.1- 2000 (Tree Care Operations-Safety Requirements) and State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).

3.2.4.7. All landscaping shall be maintained in a healthy, neat, and attractive condition and shall be maintained in accordance with the American Society of Landscape Architect's standards.

3.2.4.8. Contractor shall designate a competent supervisor or foreman to oversee all Services described in these Specifications.

3.2.4.9. Contractor shall be responsible for promptly notifying the Village of any damage to irrigation systems, buildings, vehicles or other structures, properties or possessions, which occur as a result of all Services performed pursuant to this RFP, or improper or negligent activities, as defined in these Specifications.

3.3. LABOR, EQUIPMENT, PRODUCTS AND MATERIALS.

3.3.1. Contractor shall be responsible for providing all labor, materials, supplies, tools, services and equipment, and all other incidentals required to complete the Services, as needed to completely and accurately perform the Services outlined in these Specifications. Equipment and materials furnished shall

be of the appropriate quality, type, size and quantity needed to adequately accomplish the Services. Contractor shall provide sufficient numbers and types of equipment to handle the work load, including utility vehicle(s), tractor(s), mowers, edger, hedgers, trimmers, sprayers, etc. Every commercial vehicle operated on the streets of the Village shall at all times display, permanently affixed and plainly marked on both sides, the Contractor's name and telephone number. If a vehicle is rented, the information may be affixed to signs made of magnet and attached at all times while operating within the boundaries of the Village.

3.3.2. Contractor shall be responsible for regularly inspecting all equipment to be used on the Project site and for providing scheduled preventative maintenance, so as to prevent any damage or injury to landscaping, property, structures or the environment.

3.3.3. All fertilizer and pesticide products shall be delivered in original, unopened, and undamaged containers with labels intact.

3.3.4. The Project Manager or his designee reserves the right to inspect and approve all materials delivered and used according to these Specifications including fertilizers, pesticides, soils, trees, plant material, mulch, etc.

3.3.5. Contractor shall ensure that at least one (1) member of each maintenance crew (preferably the supervisor) speaks English fluently. Contractor shall supply each employee with a uniform shirt with the firm name and employee name clearly identified, to be worn at all times during the performance of Services. Contractor's employees' clothing must be neat and clean.

3.3.6. Contractor will designate one (**1**) member of the maintenance crew that will be assigned to the country club facility specifically Monday through Friday, 7:30 am to 4:30 pm. Prefer someone who can speak English fluently, and performs detailed landscaping and general outdoor housekeeping including blowing, weeding, clipping, flowerbed maintenance, raking, pruning, water checks, trash and debris removal ensuring a clean and beautiful appearance of the clubhouse property.

3.3.7. Vehicles and equipment shall be parked in such a manner so as not to obstruct or interfere with pedestrian or vehicular traffic. No storage or provision for storage shall be made on site for maintenance equipment or materials.

3.3.8. Contractor shall be required to follow the "State of Florida Manual on Traffic Control and Safe Practices." Contractor shall be responsible for providing all safety gear, equipment and traffic control devices for employees and maintenance personnel. In case of any street or lane closures, a Maintenance of Traffic (MOT) shall be provided to the Village.

3.3.9. The Contractor shall maintain all equipment to manufacturer safety specifications. Any equipment that does not meet minimum safety specification, may be prohibited, at the sole discretion of the Village, from being utilized to perform work associated with this contract. Examples of safety violations include, but are not limited to, removal of safety devices from equipment, nonworking safety devices on equipment, body damage or rust exposing blades or moving parts,

and exposed belts and/or drive chains.

- Mowers shall be the proper type and size to complete mowing cycles.
- Mechanical edger blades shall be maintained to provide a clean vertical cut.
- Hedge trimmers shall be maintained to provide a clean cut without evidence of tearing or shredding.
- Hand pruners shall be maintained to provide a clean cut without evidence of tearing, bruising, or shredding.
- Spray tanks shall be maintained to prevent accidental spillage from wands, fittings, and attachments.

3.3.10. No activity shall be carried out in a manner that will disrupt, inconvenience, or endanger any member of the traveling public, either pedestrian or vehicular, or patrons of Village parks, the country club campus, facilities or rights of way. Failure to follow mandated safety practices or guidelines listed herein may result in termination at the Village's discretion.

3.3.11. The hourly rates quoted for labor shall include full compensation for labor, equipment, materials, travel time, and any other cost to the proposer.

3.4. SCOPE OF WORK – LANDSCAPE MAINTENANCE SPECIFICATIONS.

3.4.1. RESPONSE TIME COMMITMENTS.

3.4.1.1. The Village places a high priority on responsiveness for landscaping services, expecting timely and efficient action for different types of requests.

3.4.1.2. For standard service requests, such as routine maintenance or scheduled landscaping projects, the Village expects a response within 24 to 48 hours, ensuring the regular upkeep and aesthetic appeal of communal spaces.

3.4.1.3. In cases of hazardous conditions, like potential storm damage or diseased trees posing risks, a prompt response within the same business day is anticipated to preemptively address safety concerns and potential disruptions.

3.4.1.4. Emergencies, involving immediate dangers such as fallen trees blocking essential paths or severe storm aftermath, demand a much more urgent response. In these situations, action is expected ideally within 2 hours to quickly address and resolve such critical issues.

3.4.1.5. This rapid response is essential for maintaining not only the Village's beauty but also the safety of its public and recreational areas. The Village values a landscaping partner who can consistently meet these response times, demonstrating a commitment to community welfare and the careful maintenance of its natural environments.

3.4.2. LITTER/DEBRIS REMOVAL.

3.4.2.1 Litter removal from Village facilities is performed for aesthetic and safety reasons. It is desired to present a pleasing appearance and environment to the patrons of our parks as well as to motoring and pedestrian traffic within the Village, but it is more important to provide safety. Litter village properties or rights of way is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the parks, the motorists, pedestrians, and the equipment operators.

3.4.2.2. The Contractor shall perform litter and debris removal in all areas where work is performed. Responsibilities shall include, but not be limited to, the removal and disposal of all natural debris, (tree limbs, fallen trees, dry brush, dead animals, etc.), and man-made debris (glass/plastic bottles, food wrappers, plastic bags, Styrofoam/plastic cups, tire pieces, lumber, household items, vehicle parts, metal junk, packaging materials, campaign/advertising or other signs and postings, etc.. Leaves shall be removed from all sidewalks, pathways, and paved areas.

3.4.2.3. Contractor shall sweep all driveways, parking areas and sidewalks where turf cuttings and trimmings are evident as well as any dirt or stones resulting from the work and remove the trimmings, dirt, and stones from the premises. Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives, gutters, curbs, and other hardscape surfaces on the same day as mowed or trimmed.

3.4.2.4. Contractor shall properly dispose of all litter and debris at off-site locations in accordance with existing federal, state, and local regulations. Village facility dumpsters or other containers are not to be used for disposal of any litter, debris or turf trimmings.

3.4.2.5. Contractor shall notify the Project Manager immediately of any debris or any other situation(s) that create a hazardous condition.

3.4.3. EDGING

3.4.3.1. All edges along bed lines, tree rings, parking lots, driveways, sidewalks, curbs, etc. shall be mechanically edged simultaneously with regular mowing service visits to keep turf from encroaching into other areas.

3.4.3.2. All turf around all sprinkler heads shall be trimmed one (1) time per month or as often as needed to prevent interference with or intercepting the output of water. Any damages to irrigation system as a result of moving or edging are the responsibility of the contractor for replacement.

3.4.3.3. The use of nylon cord trimmers (weed-eaters) around tree trunks or hedges shall not be permitted (tree rings and bed lines must be maintained); they may be used around sprinkler heads, fences, posts, and other non-living structures which shall not be damaged by such. Mechanically edge all landscaping bed/sod interfaces, including individual tree rings (24" from outside of tree trunk, minimum). The use of any chemical controls for the purpose of edging shall be subject to the approval of the Project Manager in accordance with

the requirements of the contract documents.

3.4.3.4. The contractor is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks. Extreme care shall be exercised to prevent damage to concrete during the edging process.

3.4.3.5. Dirt and debris produced by edging shall be removed and swept from adjacent hard surfaces.

3.4.4. TRIMMING

3.4.4.1. Trimming shall be performed concurrently (same day) as turf mowing. Trimming height shall match surrounding area turf heights. Turf shall be trimmed, using line trimming or other standard industry practices or sprayed in a manner that does not leave dead or dying grass in areas around trees, shrubs, buildings, fences, light poles, sign posts, fire hydrants, picnic tables, benches, parking lot bumper blocks, boulders, or other fixed obstacles. Trimming around trees shall be done so as to leave a neat tree ring appearance.

3.4.4.2. Trimming shall be done in such a way as to avoid damaging the trunk, bark, or roots of trees and shrubs. Trees or shrubs damaged as a result of line trimming shall be replaced by the Contractor. If vegetation should die or become unhealthy due to line trimming damage, the Contractor will be responsible for repairing or replacing the damaged vegetation with vegetation of the same size and type. Vegetation replacement shall occur within fifteen (15) days of noticed damage. Repair or replacement required as result of the Contractors work shall be completed by Contractor at no cost to the Village.

3.4.4.3. Filament-type trimmers are permitted for use to trim around the base of such fixed structures as cable, telephone, and transformer boxes, drainage basins, and concrete poles. Items such as wooden ground signs and architectural entrance features shall be trimmed in such a manner so as to eliminate any damage to paint and structural features.

3.4.4.4. All trimmings shall be removed from parking lots, rights-of-way, driveways, sidewalks, and planter beds using, vacuums, brooms, and/or rakes immediately after trimming. Clippings shall **NOT** be blown out into streets or adjacent areas.

3.4.5. MOWING

3.4.5.1. Properly maintained grass and vegetation provide a pleasing appearance and proper ground cover for recreational areas are essential elements of a healthy community. More vitally, it presents less chance of defects and potential safety problems, including a reduction in possible injuries during recreational activities, as a result of improperly maintained turf.

3.4.5.2. All turf shall remain at a uniform height. Turf cutting is to be

accomplished free of scalping, rutting, bruising, uneven and rough cutting. Mowing cycles shall alternate cutting direction, at a minimum of monthly. Mowing equipment blades shall be sharpened, as often as necessary, to cut grass with a clean edge. Grass shall be mowed in a manner that it does not appear torn, ripped, shredded, or otherwise exhibits uneven rough cutting. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Project Manager, at no additional cost to the Village.

3.4.5.3. The standards for mowing are:

Contractor shall perform one (1) mowing cycle per week during the months of April, May, June, July, August, September, and October for all St. Augustine/Bahia turf areas. Contractor shall perform one (1) mowing cycle biweekly (every other week) during the months of November, December, January, February, and March for all St. Augustine/Bahia turf areas. Contractor shall perform one (1) mowing cycle per week during the entire calendar year for the Village Hall, Library and Veterans Park locations. Any additional cuts required to meet the Performance Standards shall be performed at no additional cost to the Village.

The heights established below will promote a healthy turf and will provide for a neat and professional appearance. All turf areas shall look well-manicured at all times. The ranges for the turf mowing height, which vary by season, are:

Winter Months (Nov. 1st to March 31st	Summer Months (April 1st to October 31st
St. Augustine/Bahia grass: 3" to 4"	St. Augustine/Bahia grass: 2½" to 3"

There shall never be visible rows or clumps of turf clippings allowed to remain on turf areas that have been cut. Grass clippings may be mulched to remove clumping or reduce visibility or the clippings must be removed from the site. No turf clippings or trimming shall be left in any of the flower beds, mulched areas, or paved areas. Sidewalks and other paved areas shall be swept or vacuumed free of any resulting dirt and debris.

Turf shall be free of bare ground, which is defined as any single area of five (5) square feet without full and healthy vegetation. Bare grass areas shall be restored and reseeded or re-sodded and soil conditions improved at no cost to the Village. All stones and rubbish that appear on the surfaces shall be removed. The areas shall be seeded after grading and sufficiently watered to promote growth. Areas damaged by disease, vehicular traffic, removal of vegetation, erosion or construction, shall be restored and reseeded as approved by the Project Manager to match the existing turf. The type of grass seed to be used is to be based upon the amount of shade and soil as analyzed by approved testing methods.

The Contractor shall perform soil and/or water testing and sampling at the Project Manager's request, which shall be conducted by a college or

university with a specialty in land management or a commercial laboratory; such tests are the responsibility of the Contractor.

3.4.6. BLOWING

3.4.6.1. Blowing shall be done with the regular mowing cycle. In addition the Contractor shall blow off leaves, debris, and dirt from key community sports areas and front entryways of all buildings. This includes maintaining the Anchorage tennis courts, playground turf, Osborne Park basketball and handball/racquetball courts, Lakeside Park basketball court, and the Community Center basketball courts, as well as ensuring that the entrances to all community buildings are clean and welcoming. This routine maintenance is essential for keeping these areas safe, clean, and ready for community use. One (1) additional time per week the contractor shall blow off the entrances to Village Hall, the Library, and the Anchorage Park building.

3.4.6.2 At the NPB Country Club the contractor shall blow off leaves, debris, and dirt from all club-parking lot areas including the main clubhouse, driving range, and tennis. All common areas, front entryways, and exits of all club buildings including clubhouse, driving range, pool, snack shack, tennis, restaurant, golf shop, and staging area. This includes maintaining the country club entrance from US1, underneath and around the large Banyan trees, all sidewalks and walkways leading to, from, and around the country club. Blow first and second-floor club terraces, outdoor patios, tennis entrances, and sidewalks, as well as ensure that the entrances to all club buildings are clean and welcoming. This routine maintenance is essential for keeping these areas safe, clean, and ready for community use.

3.4.7. PRUNING

3.4.7.1. The Contractor shall perform pruning as often as necessary to maintain a consistently uniform appearance on hedges, shrubs, trees, and ground cover. Shrubs shall be pruned to enhance their beauty and health and to maintain their natural growth characteristics, including height and shape. The Village shall establish plant material height and characteristics of various planting areas.

Pruning shall include, but not be limited to, the following:

- Dead, dying, or unsightly branching.
- Sprouts growing from or near the base of the plant.
- Nuisance growth that interferes with view, walks, lighting, or signage.
- Foliage shall be maintained at a minimum distance of 1 foot from walkways, sidewalk, pathways, and other pedestrian thoroughfares.
- Trees limbs shall be maintained at a minimum height of 8 feet above walkways, sidewalk, pathways, and other pedestrian thoroughfares.

3.4.7.2. Appropriate pruning tools (pruning clippers, loppers, and hand saws) shall be used and properly maintained with sharpened blades at all times. Machetes, breakage by hand, and climbing spikes shall not be permitted unless

pre-approved by the Village.

3.4.7.3. All hedges shall be sheared using commercial grade shearing equipment to maintain the desired height and width. Hedges shall be allowed to produce new foliage and flowers in between shearing operations.

3.4.7.4. All massed shrub beds shall be pruned as needed to maintain plants within their intended bounds, prune off old flowers, clean out old leaves, and create a naturalistic mass effect. Plants shall not be individually shaped.

3.4.7.5. All ground cover material shall be regularly pruned and cleaned as needed to remove any dead or damaged plant parts, including old leaves, flowers, and stems. Periodically, as needed, it may be necessary to thin or reduce the size of the plantings by removing sections of plants or clusters.

3.4.7.6. The Contractor shall be responsible for the pruning of specimen trees, palm trees, and hardwood trees to a height of 14 feet as measured from the ground level. Dead palm fronds shall be removed from the palm head and trunk of any palm species up to the defined height of 16 feet, including Washingtonian Palms. Hurricane cut shall not be permitted, unless directed by the Project Manager. Sharp and proper pruning tools shall be utilized to remove any portions of trees, including any growth suckers.

3.4.7.7. Contractor shall undertake the removal of vines from trees, ensuring careful and efficient extraction to protect the health and integrity of the trees. This task includes identifying and safely removing any invasive or harmful vines that may impede tree growth or cause damage.

3.4.7.8. All clippings and debris, including fallen palm fronds and nuts, fruits shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.4.8. RAKING

3.4.8.1. Contractor shall rake sand in the volleyball courts twice weekly to maintain their quality. This includes four courts at Anchorage and one court at the Community Center, ensuring they are level, clean, and safe for players.

3.4.8.2. At the NPB Country Club the contractor shall rake sand, leaves, and debris from the entrance area under the Banyan Trees, sloping hill below the pool, sloping hill off of front driving range, around range building, dumpster area, parking lots, common areas, and east side ditch off the tennis courts twice weekly. This includes removing debris and tennis balls to maintain the aesthetics and safety.

3.4.9. MULCHING

3.4.9.1. Contractor shall maintain at least three inches (3”) of shredded cypress mulch, or approved equal, around all landscaping and flowerbeds, which shall extend two feet (2’) from the base of the landscaping. Contractor shall

mulch three (3) times per year in the months of April, August and December (see alternate months for NPB Country Club) for the following:

- Tree rings and collars.
- Flowering beds and plant beds.
- Hedge lines.
- Median beds.

3.4.9.2. The annual replacement of mulch shall be completed in the months of April, August and December, and for the NPB Country Club in January, May and October and shall be compensated in accordance with the cost(s) established in the Contract. The Project Manager shall have the discretion to postpone or eliminate a replacement cycle(s).

3.4.10. WEED CONTROL

3.4.10.1. The Contractor shall perform weed control as often as necessary to prevent the encroachment of weeds into established turf and landscaping, including grass areas, around trees, shrubs, hedges, flowerbeds, sidewalks, fencing, paved areas, concrete areas, etc. Contractor may use herbicides to kill all weeds and foreign grasses in the performance of the work. Use and application shall be in strict compliance with the manufacturer's label directions and federal, state, and local regulations. Contractor shall only utilize herbicides registered by the EPA and the Florida Department of Agriculture and Consumer Service's Bureau of Pesticides. The use and application of any pesticides must comply with Chapter 487 of the Florida Statutes and Chapter 5E-2 of the Florida Administrative Code. Weed control shall be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, jogging path, curbs, parking lots, fences, in expansion joints, etc. At no time shall there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas, or fences. Under no circumstances shall any tree planted in a sodded area be weeded with a filament type trimmer.

3.4.10.2. All ditch lines shall be line trimmed and weeded to prevent tall weeds or grass from showing above ditch. The Contractor shall trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.

3.4.10.3. Landscaping, including all flower beds, shall receive weed control to eliminate unsightly and/or noxious weeds. All flowerbeds are to be maintained free of weeds and grass. Grass and weeds shall not be permitted to grow above the flowerbeds; and all flowers shall be kept trimmed from curbs, sidewalks, streets and/or parking areas. If herbicides are used for weed control, visibly dying or dead weeds, in mulched areas or flowerbeds, shall be removed no later than the next scheduled mowing cycle. Chemical application for the control of weeds shall not be permitted where sucker sprouts are present. All sucker growth must be removed, using proper pruning techniques, prior to the use of herbicides. All vines growing along or on fences shall be removed unless the Project Manager directs in writing that they are to remain in a specific area.

3.4.10.4. Applicators shall be licensed in accordance with State regulations

and shall follow all manufacturer label application rates, safety precautions and disposal directions.

3.4.10.5. Turf shall be free of the following, or similar, undesired vegetation alone or in combination and as further identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the University of Florida:

1. Annual, Purple, and Yellow Sedge
2. Broomsedge
3. Castor Bean
4. Cogon grass
5. Crowsfoot
6. Dogfennel
7. Goosegrass
8. Johnsongrass
9. Maiden Cane
10. Ragweed
11. Rhodes grass
12. Sandspur
13. Spanish Needle
14. Tropical Soda Apple
15. Vaseygrass
16. White Clover
17. Dollarweed

3.4.10.6. The Contractor shall be required to obtain the prior written approval of the Project Manager prior to the use of any herbicide(s). Any proposed changes in approved herbicide usage shall be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.

3.4.10.7. Contractor shall maintain records of all herbicide usage on a Contractor provided form. This form shall be filled out as weed control operations are performed, and all entries must be available for inspection and a copy of the form will be sent to the Project Manager as weed control operations are performed.

3.4.10.8. Herbicides or any other chemicals are strictly forbidden from being used in or around Osborne Park's community garden.

3.4.10.9. All debris shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.4.11. FERTILIZATON

3.4.11.1. The Contractor shall perform an effective commercial fertilizer program in a manner that will maintain healthy turf, shrubs, trees, flowerbeds, and plants and present a clean, neat, and professional appearance. Fertilizer shall

be applied, at minimum, on the following schedule:

St. Augustine & Bahia grass	February, May, November
Groundcover, Shrubs, Ornamentals	February, May, November
Trees (Canopy and Palms)	February, May, November

3.4.11.2. Fertilizers shall be commercial grade and must be approved in advance by the Project Manager and shall be applied in accordance with the manufacturer's instructions. The type and amount of fertilizer applied shall be based on the desired performance work standard of maintaining turf, scrubs, and trees that are healthy, full formed, lush, and aesthetically pleasing.

3.4.11.3. Contractor shall notify the Project Manager one (1) week in advance, in writing, of fertilizing so that the Project Manager can make any necessary changes to Village operations or activities.

3.4.11.4. Contractor shall maintain records of all fertilizer usage on a Contractor provided form. This form shall be filled out as fertilizing operations are performed, and all entries must be available for inspection upon request from the Project Manager. A copy of the form will be submitted to the Project Manager no later than 5 days after fertilizing operations are performed.

3.4.11.5. Contractor shall apply the scheduled fertilizing in accordance with the table above. The Contractor shall be compensated in accordance with the prices established in the Contract, after the Project Manager accepts the fertilizing work. The Project Manager, in consultation with the Contractor, may postpone or cancel a scheduled application of fertilizer. The Village shall only pay the Contractor when the fertilizer is applied. The forms documenting the application shall be submitted with the Contractor's invoice for the same period.

3.4.11.6. Contractor may need to apply additional fertilization in some areas of the work during the year to control weed growth and/or promote the health of the turf, trees, and plants. Such application(s) of fertilizer shall be performed at no additional cost to the Village.

3.4.11.7. Fertilizer shall be delivered in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and federal laws. In lieu of containers, fertilizer may be furnished in bulk if accompanied by a certificate indicating the above information with each delivery.

3.4.11.8. All residual fertilizers remaining on any hardscape surfaces shall be removed immediately after the application process is completed to avoid staining.

3.4.12. IRRIGATION

3.4.12.1. The Contractor shall be responsible for the maintenance, repairs, and timing of irrigation systems at Osborne Park, Lakeside Park, Anchorage Park, the common areas of the Community Center (excluding the athletic field),

the medians along US1, Alternate A1A and Northlake Blvd, the NPB Country Club property excluding the golf course, driving range and tennis courts. This responsibility includes ensuring the systems operate effectively and scheduling irrigation to appropriately maintain each landscape.

3.4.12.2. All systems shall be inspected, via wet checks, by the contractor one (1) time per month to check for broken heads, lines, valves, timers, and water coverage patterns. Broken heads and lines, and water coverage adjustments shall be made by the contractor with approval by the Village. Additionally, any larger issues with the irrigation system shall be promptly reported to the Project Manager to determine the next steps for resolution.
If necessary, the contractor shall provide material pricing for any repairs for approval prior to proceeding, ensuring transparency and mutual agreement on costs before repair work commences.

3.4.12.3. The Contractor shall observe all work areas prior to mowing. Irrigation heads that remain in an extended position are the responsibility of the Contractor to reset. The Village shall be reimbursed for the purchase of materials and labor to maintain the irrigation system where the repair or replacement results from damage caused by the Contractor. The Contractor may undertake immediate repair of the damaged irrigation system, by a qualified technician.

3.4.13. PEST SCOUTING, DISEASE CONTROL, AND TREATMENT

3.4.13.1. The Contractor shall have the responsibility for the control of turf and plant insect and disease(s). The Contractor shall perform insect and disease control as often as necessary to prevent the establishment of insects and disease in established turf and landscaping, including grass areas, around trees, shrubs, hedges, and flower beds. All turf and plant material shall be maintained in a healthy and sustainable condition. Contractor shall only use those pesticides and disease control methods that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq., and any regulations issued thereunder. Due to the environmentally sensitive location and nature of the Village's parks and roadways, all pesticides and fungicides applications shall be performed so as to avoid impacts to surrounding mangroves, waterways, or aquatic life. All pesticide and fungicide applications shall be performed by duly licensed applicators in strict accordance with all federal, state and local regulations. Any treatment that may damage any portion of grounds shall be performed in accordance with federal and state regulations. Any pesticides shall be applied by Florida licensed and certified personnel.

3.4.13.2. Should the Contractor fail to report any disease(s) of pest infestation(s) that result in damage to the village areas under the responsibility of the Contractor, the Contractor shall replace or repair such damage, including but not limited to; re-sodding of areas, replacement of shrubs or bushes, etc.

3.4.13.3. The Contractor shall perform fire ant control as often as necessary to prevent the establishment of fire ant colonies in established turf and landscaping, including grass areas, around trees, shrubs, hedges, and flower beds.

3.4.13.4. For whitefly infestations, the contractor shall administer appropriate treatments to effectively manage and mitigate their presence.

3.4.13.7. To maintain a pest-free environment, the contractor shall conduct fleas and ticks control on a quarterly basis, ensuring regular and preventative care.

3.4.13.8. The Contractor assumes all liability for damage and/or injury resulting from accident of misuse of these products and/or equipment. The Village retains the right to prohibit the use of any herbicide or pesticide. The posting of any required notifications regarding re-entry periods, if required, is the responsibility of the Contractor.

3.4.13.9. The Contractor shall be required to obtain the prior written approval of the Project Manager prior to the use of any pesticide(s). Any proposed changes in approved pesticide usage shall be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.

3.4.13.10. Contractor shall maintain records of all pesticide usage on a Contractor provided form. This form shall be filled out as pest control operations are performed, and all entries must be available for inspection and a copy of the form will be sent to the Project Manager no later than 5 days after pest control operations are performed.

3.4.14. ON DEMAND AND ADDITIONAL SERVICES

3.4.14.1. The Contractor may be requested to perform additional services. Upon notification by the Project Manager, through the issuance of a work order, the Contractor shall perform special landscaping and maintenance required in areas covered under the Contract. Upon notification of the need for special landscaping and/or grounds maintenance, the Contractor shall respond to the Project Manager within twenty-four (24) hours to meet with the Project Manager and schedule the work.

Type of work shall include, but not be limited to, the following:

- Tree pruning/trimming outside of the specifications of the contract.
- Exotic plant, shrub, or tree removal.
- Tree or stump removal.
- Sod replacement.
- Holiday and Special Events (setup and cleanup).
- Miscellaneous jobs.

3.5. INSPECTION AND INVOICING.

3.5.1. INSPECTION.

3.5.1.2. The Village will inspect sites at the completion of each mowing cycle and notify the Contractor of conditions. If any are found to be non-compliant with the conditions and specifications outlined in this contract, formal written notice will be given.

3.5.1.3. The Village shall not be invoiced for any work expense related to non-compliant items found according to the conditions or specifications outlined in the contract. Work deemed incomplete will not be reimbursed by the Village and will be at the Contractor's expense. Trees, shrubs, plants, or sod damaged beyond repair due to Contractor's negligence, in the judgment of the Project Manager, will be replaced at the Contractor's expense. These replacements will be subject to a one (1) year full warranty.

3.5.2. INVOICING.

3.5.2.1. The Contractor shall submit a monthly invoice on the first business day each month, itemizing all maintenance items performed during the previous month.

The Contractor shall provide, at a minimum, the following with each monthly invoice:

- Monthly invoice for services performed in the preceding month with detailed description of services rendered.
- A schedule of all maintenance items to be performed the following month. The schedule shall include dates, times, and locations of the scheduled anticipated work in the forthcoming month.
- A schedule of herbicides, pesticides, fertilizers, or other horticultural chemicals applied during the invoiced period which includes identification of the chemical applied, weed/pest controlled, date of application, time, name of applicator, and method of application.

PROPOSAL FORM

Section One:

In accordance with the terms and conditions stated in the Request for Proposals (RFP) requesting all goods and services for Landscaping and Grounds Maintenance Services, the undersigned proposes the following to the Village of North Palm Beach:

_____(Proposer's legal name) certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum on an annual basis:

_____

Written Dollar Amount

($_____)

Leisure Services – Monthly Maintenance Services Costs		
Location	**Monthly Cost**	**Annual Cost**
Lakeside Park – 680 Lakeside Drive	$	$
Library – 303 Anchorage Drive	$	$
Osborne Park – 705 Prosperity Farms Rd	$	$
Community Center – 1200 Prosperity Farms Rd	$	$
Veterans Memorial Park – 303 Anchorage Drive (Excluding Bermuda grass)	$	$
Anchorage Park – 603 Anchorage Drive	$	$
Subtotal	**$**	**$**

Leisure Services – Mulch Costs		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
Lakeside Park – 680 Lakeside Drive	$	$

Library – 303 Anchorage Drive	$	$
Osborne Park – 705 Prosperity Farms Rd	$	$
Community Center – 1200 Prosperity Farms Rd	$	$
Veterans Memorial Park – 303 Anchorage Drive (Excluding Bermuda grass)	$	$
Anchorage Park – 603 Anchorage Drive	$	$
Subtotal	**$**	**$**

Leisure Services –Fertilizer Costs		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
Lakeside Park – 680 Lakeside Drive	$	$
Library – 303 Anchorage Drive	$	$
Osborne Park – 705 Prosperity Farms Rd	$	$
Community Center – 1200 Prosperity Farms Rd	$	$
Veterans Memorial Park – 303 Anchorage Drive (Excluding Bermuda grass)	$	$
Anchorage Park – 603 Anchorage Drive	$	$
Subtotal	**$**	**$**

Country Club – Monthly Maintenance Services Cost		
Location	**Monthly Cost**	**Annual Cost**
North Palm Beach Country Club – 951 US Hwy 1	$	$
Subtotal	**$**	**$**

Country Club – Mulch Cost		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
North Palm Beach Country Club – 951 US Hwy 1	$	$
Subtotal	**$**	**$**

Country Club – Fertilizer Cost		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
North Palm Beach Country Club – 951 US Hwy 1	$	$
Subtotal	**$**	**$**

Public Works – List of Maintenance Areas		
Location	**Monthly Cost**	**Annual Cost**
Village Hall – 501 U.S. Hwy. 1	$	$
Public Safety – 560 U.S. Hwy. 1	$	$
Public Works Complex – 645 Prosperity Farms Road	$	$
Alternate A1A (1st and 2nd median north of Northlake Blvd.)	$	$
Northlake Blvd. (Medians - FEC Tracks to U.S. Hwy 1)	$	$
U.S. Highway 1 (Medians – Palmetto Road to Carolinda Drive)	$	$
Prosperity Farms Road (Medians – Fairhaven Dr to Burns Road)	$	$
Prosperity Farms Road (Right-of-Way – East & West back of sidewalk to curb, Same as above	$	$
Alamanda Drive (St. Claire school access from Alamanda Drive)	$	$
Alamanda Drive (West right-of-way between 1005 Alamanda Drive and end of road)	$	$

Corsair Drive (Edge of pavement to wall between Anchorage Drive and Ebbtide Drive)	$	$
Corsair Drive (Service alley Anchorage Drive to Ebbtide Drive) (Ebbtide drainage swale)	$	$
Dogwood Circle (Median – East of Westwind Drive)	$	$
Ebbtide Drive (Median – East of U.S. Hwy 1)	$	$
Golfview Road (Medians – U.S. Hwy 1 to McLaren Rd)	$	$
Lagoon Drive (Island in front of 721 Lagoon Drive)	$	$
Laurel Court (Island east of Laurel Road)	$	$
Lighthouse Bridge (East and West Bridge Right-of-Way)	$	$
Lighthouse Drive (Medians – U.S. Hwy. 1 to Lakeside Park)	$	$
Lighthouse Drive (Entry way signs south to pump station 50’ off property line)	$	$
Par Court (Median – East of Overlook Drive)	$	$
Wabash Drive – (Right-of-Way from 2555 Wabash Drive to Prosperity Farms Rd.)	$	$
South Anchorage Drive (Median – East of U.S. Hwy. 1)	$	$
South Anchorage Drive (Median – West of U.S. Hwy. 1)	$	$
Yacht Club Drive (Median – East of U.S. Hwy. 1)	$	$
Monet Road (Right-of-Way south side of road)(Park at end of road)	$	$
Juniper Road Canal (Right-of-Way east side of canal only)	$	$
Firetree Road Canal (Right-of-Way south side of canal only)	$	$
Fairhaven Place (Center island only)	$	$
Prosperity Farms Road (All locations combined)	$	$
Subtotal	$	$

Public Works – Mulch Cost		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
Village Hall – 501 U.S. Hwy. 1	$	$
Public Safety – 560 U.S. Hwy. 1	$	$
Public Works Complex – 645 Prosperity Farms Road	$	$
Alternate A1A (1st and 2nd median north of Northlake Blvd.)	$	$
Northlake Blvd. (Medians - FEC Tracks to U.S. Hwy 1)	$	$
Northlake Blvd. (Right-of-Way – North & South side to include Magnolia Trees)	$	$
U.S. Highway 1 (Medians – Palmetto Road to Carolinda Drive)	$	$
Prosperity Farms Road (Medians – Fairhaven Dr to Burns Road)	$	$
Prosperity Farms Road (Right-of-Way – East & West back of sidewalk to curb, Same as above)	$	$
Alamanda Drive (West right-of-way between 1005 Alamanda Drive and end of road)	$	$
Corsair Drive (Edge of pavement to wall between Anchorage Drive and Ebbtide Drive)	$	$
Corsair Drive (Service alley Anchorage Drive to Ebbtide Drive) (Ebbtide drainage swale)	$	$
Dogwood Circle (Median – East of Westwind Drive)	$	$
Ebbtide Drive (Median – East of U.S. Hwy 1)	$	$
Golfview Road (Medians – U.S. Hwy 1 to McLaren Rd)	$	$
Lagoon Drive (Island in front of 721 Lagoon Drive)	$	$
Laurel Court (Island east of Laurel Road)	$	$
Lighthouse Bridge (East and West Bridge Right-of-Way)	$	$
Lighthouse Drive (Medians – U.S. Hwy. 1 to Lakeside Park)	$	$
Lighthouse Drive (Entry way signs only)	$	$
Par Court (Median – East of Overlook Drive)	$	$

Wabash Drive – (Right-of-Way from 2555 Wabash Drive to Prosperity Farms Rd.)	$	$
South Anchorage Drive (Median – East of U.S. Hwy. 1)	$	$
South Anchorage Drive (Median – West of U.S. Hwy. 1)	$	$
Yacht Club Drive (Median – East of U.S. Hwy. 1)	$	$
Subtotal	$	$

Public Works – Fertilizer Cost		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
Village Hall – 501 U.S. Hwy. 1	$	$
Public Safety – 560 U.S. Hwy. 1	$	$
Public Works Complex – 645 Prosperity Farms Road	$	$
Alternate A1A (1st and 2nd median north of Northlake Blvd.)	$	$
Northlake Blvd. (Medians - FEC Tracks to U.S. Hwy 1)	$	$
U.S. Highway 1 (Medians – Palmetto Road to Carolinda Drive)	$	$
Prosperity Farms Road (Medians – Fairhaven Dr to Burns Road)	$	$
Prosperity Farms Road (Right-of-Way – East & West back of sidewalk to curb, Same as above	$	$
Alamanda Drive (West right-of-way between 1005 Alamanda Drive and end of road)	$	$
Corsair Drive (Edge of pavement to wall between Anchorage Drive and Ebbtide Drive)	$	$
Corsair Drive (Service alley Anchorage Drive to Ebbtide Drive) (Ebbtide drainage swale)	$	$
Dogwood Circle (Median – East of Westwind Drive)	$	$
Ebbtide Drive (Median – East of U.S. Hwy 1)	$	$
Golfview Road (Medians – U.S. Hwy 1 to McLaren Rd)	$	$
Laurel Court (Island east of Laurel Road)	$	$

Lighthouse Bridge (East and West Bridge Right-of-Way)	$	$
Lighthouse Drive (Medians – U.S. Hwy. 1 to Lakeside Park)	$	$
Lighthouse Drive (Entry way signs Only)	$	$
Par Court (Median – East of Overlook Drive)	$	$
Wabash Drive – (Right-of-Way from 2555 Wabash Drive to Prosperity Farms Rd.)	$	$
South Anchorage Drive (Median – East of U.S. Hwy. 1)	$	$
South Anchorage Drive (Medians – West of U.S. Hwy. 1)	$	$
Yacht Club Drive (Median – East of U.S. Hwy. 1)	$	$
Prosperity Farms Road (From 2509 Wabash Dr North to 2511 Pepperwood Cir – All locations combined)	$	$
Sub totals	$	$

TOTAL COSTS	
Location	**Annual Cost**
Leisure Services	
Subtotal Monthly Maintenance Services (Annual Cost)	$
Subtotal Mulch Services (Annual Cost)	$
Subtotal Fertilizer Services (Annual Cost)	$
Subtotal Leisure Services	**$**
Country Club	
Subtotal Monthly Maintenance Services (Annual Cost)	$
Subtotal Mulch Services (Annual Cost)	$
Subtotal Fertilizer Services (Annual Cost)	$

Subtotal Country Club	**$**
Facilities and Rights of Way	
Subtotal Monthly Maintenance Services (Annual Cost)	$
Subtotal Mulch Services (Annual Cost)	$
Subtotal Fertilizer Services (Annual Cost)	$
Subtotal Facilities and Rights of Way	**$**
TOTAL VILLAGE ANNUAL COSTS	

Section Two:

In recognition that the Village may seek to add new areas or subtract existing areas from the services performed pursuant to this proposal, the Village is also seeking unit prices for such services. In adding or subtracting landscape maintenance areas, the Proposer agrees to the following unit prices:

SECTION 3.4.: SCOPE OF WORK – MOWING

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.2.; 3.4.3.; 3.4.4.; 3.4.5.; 3.4.6.; 3.4.7.; 3.4.8.	Mowing St. Augustine/Bahia grass (includes all listed items below) A. Litter/Debris Removal B. Edging C. Trimming D. Shrub Pruning E. Mowing F. Blowing G. Raking	/Sq. Ft.	$
3.4.3.; 3.4.6.	Mowing and Edging Only – St. Augustine/Bahia	/Sq. Ft.	$

SECTION 3.4.: SCOPE OF WORK – WEED CONTROL

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.10.	Weed Control (Sod)	/Sq. Ft.	$

SECTION 3.4.: SCOPE OF WORK – MULCH

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.9.	Mulch (Cypress shredded or equivalent)	/Cubic. Yd.	$

SECTION 3.4.: SCOPE OF WORK – FERTILIZATION

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST

3.4.11.	Fertilization - St. Augustine/Bahia Grass	/1,000 Sq. Ft.	$
3.4.11.	Fertilization - Ground Cover, Shrubs, Ornamentals	/1,000 Sq. Ft.	$
3.4.11.	Fertilization - Trees (Canopy and Palms)	/Each	$
3.4.11.	Fertilization - Canals – Banks and Rights-of-Way	/1,000 Sq. Ft.	$

SECTION 3.4.: SCOPE OF WORK – PESTICIDES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.13.	Turfgrass Areas	/Sq. Ft.	$
3.4.13.	Fire Ant Control	/Sq. Ft.	$
3.4.13.	Whitefly Treatment	/Linear Ft.	$
3.4.13.	Fleas/Ticks (Dog Parks)	/Sq. Ft.	$

SECTION 3.4.: SCOPE OF WORK – IRRIGATION

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.12.	Irrigation Repair	/Linear Ft.	$
3.4.12.	Irrigation Installation	/Linear Ft.	$
3.4.12.	Irrigation (After hours emergency service hourly rate)	/Hourly	$
	PROVIDE LIST OF ALL IRRIGATION MATERIALS WITH PRICING	Per Each Material Listed	

SECTION 3.4.: SCOPE OF WORK – ADDITIONAL SERVICES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.14.	Supervisor	/Hour	$
3.4.14.	Laborer	/Hour	$
3.4.14.	Crew (Supervisor/3 Laborers)	/Hour	$
3.4.14.	Irrigation Specialist	/Hour	$
3.4.14.	Arborist	/Hour	$
3.4.14.	Equipment – Chainsaw	/Hour	$
3.4.14.	Equipment - Chipper	/Hour	$
3.4.14.	Equipment – Dump Truck	/Hour	$
3.4.14.	Equipment – Pick-up Truck	/Hour	$
3.4.14.	Equipment – Aerial Lift (Any Type) with Operator	/Hour	$
3.4.14.	Equipment – Front End Loader with Operator	/Hour	$
3.4.14.	Equipment – Crane with Operator	/Hour	$
3.4.14.	Removal of Exotic Species All Types; rate per Crew Hour	/Hour	$
3.4.14.	Disposal of Vegetation Debris to Landfill	/Cubic Yd.	$
3.4.14.	Disposal of Mulch Debris to Landfill	/Cubic Yd.	$
3.4.14.	Sod Removal and Disposal	/Cubic Yd.	$

SECTION 3.4.: SCOPE OF WORK – ADDITIONAL SERVICES CONT.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.14.	Sod Replacement Saint Augustine (Any, all types)	/Sq. Ft	$
3.4.14.	Sod Replacement Bahia (Any, all types)	/Sq. Ft	$
3.4.14.	Stump and Root Removal	Small	$
3.4.14.	Stump and Root Removal	Medium	$
3.4.14.	Stump and Root Removal	Large	$
3.4.14.	Routine & Scheduled TREE TRIMMING of ALL TYPES OF TREES (any height); rate per CREW HOUR	/Hour	$
3.4.14.	Routine & Scheduled TREE PRUNING of ALL TYPES OF TREES (any height); rate per CREW HOUR	/Hour	$
3.4.14.	Routine & Scheduled TREE REMOVAL of ALL TYPES OF TREES (any height); rate per CREW HOUR	/Hour	$
3.4.14.	Routine & Scheduled STUMP GRINDING of ALL TYPES OF STUMPS (any size); rate per CREW HOUR	/Hour	$
3.4.14.	Hazardous Condition Tree Removal Rate; rate per CREW HOUR	/Hour	$
3.4.14.	EMERGENCY Response Rate for Tree Trimming (any height) OR Tree Removal; two (2) hour response time in accordance with Scope of Work; rate per CREW HOUR	/Hour	$
3.4.14.	MOT	/Hour	$
3.4.14.	Termite Control	Per Incident	$
3.4.14.	Bee/Wasp Control	Per Incident	$

PROPOSER'S ACKNOWLEDGMENT AND PROPOSAL FORM

Request for Proposals for Landscaping and Grounds Maintenance Services

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

Fed. ID# or SSN:_____

Address:_____

Telephone:_____ Fax Number:_____

Contact representative: _____

E-mail:_____

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFP, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will enter into the standard Village contract to provide the services as stated in this proposal and in accordance with the terms and conditions of this RFP and as indicated in this Proposal Form.

_____ _____
Authorized Representative's Signature Date

_____ _____
Name: Position:

DRUG FREE WORKPLACE

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

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

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

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

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

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

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

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

_____

Proposer's Signature

PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

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

by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is_____
_____

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

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

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

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

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

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

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

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

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

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____

(Signature)

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

_____

Notary Public

My Commission Expires:

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is_____
_____

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

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

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

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

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

_____

(Signature)

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

_____

Notary Public

My Commission Expires:

CONTRACT

This Contract is made as of the_____day of_____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and _____, an individual or corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

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

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work is for **Landscaping and Ground Maintenance Services** in accordance with the Request for Proposals issued by the Village, and VENDOR's Proposal submitted in response to the Request for Proposals, which are incorporated herein by reference. VENDOR shall perform the Work 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.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall become effective October 1, 2024 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7. This Contract shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

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

SECTION 3: VILLAGE'S REPRESENTATIVE.

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

SECTION 4: COMPENSATION AND METHOD OF PAYMENT**.**

A. The VILLAGE agrees to compensate the VENDOR for providing **Landscaping and Grounds Maintenance Services** and for which Purchase Orders are issued in accordance with VENDOR's Proposal, which is attached hereto and incorporated herein by reference.

B. In order for both parties herein to close their books and records, VENDOR will clearly state "final invoice" on the VENDOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the

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

SECTION 5: INDEMNIFICATION.

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

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

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

SECTION 6: PERSONNEL**.**

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

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

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

SECTION 7: TERMINATION.

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

A. Stop work on the date and to the extent specified;

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

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

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

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

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

SECTION 10: SUCCESSORS AND ASSIGNS.

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

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

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

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

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

SECTION 13: ACCESS AND AUDITS.

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

SECTION 14: NONDISCRIMINATION.

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

SECTION 15: ENFORCEMENT COSTS.

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

SECTION 16: SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the

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

SECTION 17: MODIFICATIONS OF WORK.

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

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

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

SECTION 18: PUBLIC ENTITY CRIMES.

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

SECTION 19: PROTECTION OF WORK AND PROPERTY.

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

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

SECTION 20: WARRANTY/GUARANTY.

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

SECTION 21: COMPLIANCE WITH LAWS.

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

SECTION 22: NOTICE.

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

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

and if sent to the VENDOR shall be mailed to:

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

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

SECTION 24: WAIVER.

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

SECTION 25: PREPARATION.

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

SECTION 26: SURVIVABILITY.

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

SECTION 27: WAIVER OF SUBROGATION.

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

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

SECTION 28: INSPECTOR GENERAL.

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

SECTION 29: INVOICING AND PAYMENT:

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

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

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

B. All invoices submitted shall consist of an "original" invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to identify the good(s) and/or service(s) for which payment is requested; include and be clearly marked as "partial," "complete" or "final invoice."

C. The invoice shall contain the Proposer's Federal Employer Identification Number.

D. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida's Prompt Payment Act (for non-construction).

SECTION 30: ADDITIONAL SERVICES;

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

SECTION 31: PUBLIC RECORDS.

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

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

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

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the VENDOR does not transfer the records to the VILLAGE.

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

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift or other consideration contingent upon, or resulting from, aware or making of the Contract. For

the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

SECTION 33. E-VERIFY.

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

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;

B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;

D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;

F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not VENDOR, shall be grounds for the VILLAGE to order VENDOR immediately terminate the contract with the subcontractor; and

G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statues, VENDOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

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

VENDOR

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL, MAYOR

ATTEST:

BY:_____
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

	CURRENT		$100,000.00	$570,000.00
#	COMPANY	LEISURE SVCS	COUNTRY CLUB	PUB WRKS
1	JUNIPER	$257,712.00	$100,392.00	$195,588.00
2	TERRACON	$169,528.50	$96,315.00	$361,789.95
3	MAINGUY	$180,705.00	$156,300.00	$402,975.00
4	CWA	$233,550.00	$75,000.00	$483,675.00
5	PRECISION	$401,367.00	$108,750.00	$324,750.00
6	ARAZOZA	$224,994.00	$256,477.00	$461,550.00
7	BRIGHTVIEW	$255,220.00	$94,583.00	$621,744.00
8	SUPERIOR	$438,106.07	$226,752.62	$551,346.89

	LOWEST BID			
	#2 LOWEST BID	AVG ANNUAL	AVG ANNUAL	AVG ANNUAL
	#3 LOWEST BID	$270,147.82	$139,321.20	$425,427.36
		AVG (-HI/LOW)	AVG (-HI/LOW)	AVG (-HI/LOW)
		$258,924.67	$131,917.00	$415,047.00

$670,000.00			
TOTAL	**TOTAL DIFF**	**TOTAL DIFF (-HI/LO)**	**% CHANGE TO LY**
$553,692.00	-$281,204.38	-$264,520.24	-17.36%
$627,633.45	-$207,262.93	-$190,578.79	-6.32%
$739,980.00	-$94,916.38	-$78,232.24	10.44%
$792,225.00	-$42,671.38	-$25,987.24	18.24%
$834,867.00	-$29.38	$16,654.76	24.61%
$943,021.00	$108,124.62	$124,808.76	40.75%
$971,547.00	$136,650.62	$153,334.76	45.01%
$1,216,205.58	$381,309.20	$397,993.34	81.52%

AVG ANNUAL
$834,896.38

AVG (-HI/LOW)
$805,888.67

PROPOSAL FORM

Section One:

In accordance with the terms and conditions stated in the Request for Proposals (RFP) requesting all goods and services for Landscaping and Grounds Maintenance Services, the undersigned proposes the following to the Village of North Palm Beach:

Precision Landscape Company of Palm Beach County, Inc. (Proposer's legal name) certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum on an annual basis:

Eight hundred thirty-four thousand eight hundred sixty-seven
Written Dollar Amount

($ 834,867.00)

Leisure Services – Monthly Maintenance Services Costs		
Location	**Monthly Cost**	**Annual Cost**
Lakeside Park – 680 Lakeside Drive	$ 4880	$ 58,560
Library – 303 Anchorage Drive	$ 2630	$ 31,560
Osborne Park – 705 Prosperity Farms Rd	$ 3704	$ 44,448
Community Center – 1200 Prosperity Farms Rd	$ 5250	$ 63,000
Veterans Memorial Park – 303 Anchorage Drive (Excluding Bermuda grass)	$ 2250	$ 27,000
Anchorage Park – 603 Anchorage Drive	$ 7,200	$ 86,400
Subtotal	$ 25,914	$ 310,968

Leisure Services – Mulch Costs		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
Lakeside Park – 680 Lakeside Drive	$ 4410	$ 13,230

Library – 303 Anchorage Drive	$ 2,024	$ 6,072
Osborne Park – 705 Prosperity Farms Rd	$ 4,224	$ 12,672
Community Center – 1200 Prosperity Farms Rd	$ 5,350	$ 16,050
Veterans Memorial Park – 303 Anchorage Drive (Excluding Bermuda grass)	$ 1,575	$ 4,725
Anchorage Park – 603 Anchorage Drive	$ 5,775	$ 17,325
Subtotal	$ 23,358	$ 70,074

Leisure Services –Fertilizer Costs		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
Lakeside Park – 680 Lakeside Drive	$ 1,350	$ 4,050
Library – 303 Anchorage Drive	$ 750	$ 2,250
Osborne Park – 705 Prosperity Farms Rd	$ 975	$ 2,925
Community Center – 1200 Prosperity Farms Rd	$ 1,450	$ 4,350
Veterans Memorial Park – 303 Anchorage Drive (Excluding Bermuda grass)	$ 650	$ 1,950
Anchorage Park – 603 Anchorage Drive	$ 1,600	$ 4,800
Subtotal	$ 6,775	$ 20,325

Country Club – Monthly Maintenance Services Cost		
Location	**Monthly Cost**	**Annual Cost**
North Palm Beach Country Club – 951 US Hwy 1	$ 6,850	$ 82,200
Subtotal	$ 6,850	$ 82,200

Country Club – Mulch Cost		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
North Palm Beach Country Club – 951 US Hwy 1	$ 6,300	$ 18,900
Subtotal	**$ 6,300**	**$ 18,900**

Country Club – Fertilizer Cost		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
North Palm Beach Country Club – 951 US Hwy 1	$ 2,550	$ 7,650
Subtotal	**$ 2,550**	**$ 7,650**

Public Works – List of Maintenance Areas		
Location	**Monthly Cost**	**Annual Cost**
Village Hall – 501 U.S. Hwy. 1	$ 2,100	$ 25,200
Public Safety – 560 U.S. Hwy. 1	$ 2,412	$ 28,944
Public Works Complex – 645 Prosperity Farms Road	$ 620	$ 7,440
Alternate A1A (1st and 2nd median north of Northlake Blvd.)	$ 490	$ 5,880
Northlake Blvd. (Medians - FEC Tracks to U.S. Hwy 1)	$ 1,885	$ 22,620
U.S. Highway 1 (Medians – Palmetto Road to Carolinda Drive)	$ 1,940	$ 23,280
Prosperity Farms Road (Medians – Fairhaven Dr to Burns Road)	$ 850	$ 10,200
Prosperity Farms Road (Right-of-Way – East & West back of sidewalk to curb, Same as above	$ 1,800	$ 21,600
Alamanda Drive (St. Claire school access from Alamanda Drive)	$ 230	$ 2,760
Alamanda Drive (West right-of-way between 1005 Alamanda Drive and end of road)	$ 275	$ 3,300

Corsair Drive (Edge of pavement to wall between Anchorage Drive and Ebbtide Drive)	$ 340	$ 4,080
Corsair Drive (Service alley Anchorage Drive to Ebbtide Drive) (Ebbtide drainage swale)	$ 250	$ 3,000
Dogwood Circle (Median – East of Westwind Drive)	$ 75	$ 900
Ebbtide Drive (Median – East of U.S. Hwy 1)	$ 75	$ 900
Golfview Road (Medians – U.S. Hwy 1 to McLaren Rd)	$ 560	$ 6,720
Lagoon Drive (Island in front of 721 Lagoon Drive)	$ 75	$ 900
Laurel Court (Island east of Laurel Road)	$ 75	$ 900
Lighthouse Bridge (East and West Bridge Right-of-Way)	$ 250	$ 3,000
Lighthouse Drive (Medians – U.S. Hwy. 1 to Lakeside Park)	$ 75	$ 900
Lighthouse Drive (Entry way signs south to pump station 50' off property line)	$ 450	$ 5,400
Par Court (Median – East of Overlook Drive)	$ 75	$ 900
Wabash Drive – (Right-of-Way from 2555 Wabash Drive to Prosperity Farms Rd.)	$ 75	$ 900
South Anchorage Drive (Median – East of U.S. Hwy. 1)	$ 75	$ 900
South Anchorage Drive (Median – West of U.S. Hwy. 1)	$ 75	$ 900
Yacht Club Drive (Median – East of U.S. Hwy. 1)	$ 80	$ 960
Monet Road (Right-of-Way south side of road)(Park at end of road)	$ 575	$ 6,900
Juniper Road Canal (Right-of-Way east side of canal only)	$ 1020	$ 12,240
Firetree Road Canal (Right-of-Way south side of canal only)	$ 980	$ 11,760
Fairhaven Place (Center island only)	$ 75	$ 900
Prosperity Farms Road (All locations combined)	$ 1100	$ 13,200
Subtotal	$ 18,957	$ 227,484

Public Works – Mulch Cost		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
Village Hall – 501 U.S. Hwy. 1	$ 3,307	$ 9,921
Public Safety – 560 U.S. Hwy. 1	$ 3,675	$ 11,025
Public Works Complex – 645 Prosperity Farms Road	$ 375	$ 1,125
Alternate A1A (1st and 2nd median north of Northlake Blvd.)	$ 390	$ 1,170
Northlake Blvd. (Medians - FEC Tracks to U.S. Hwy 1)	$ 1,790	$ 5,370
Northlake Blvd. (Right-of-Way – North & South side to include Magnolia Trees)	$ 450	$ 1,350
U.S. Highway 1 (Medians – Palmetto Road to Carolinda Drive)	$ 3,580	$ 10,740
Prosperity Farms Road (Medians – Fairhaven Dr to Burns Road)	$ 550	$ 1,650
Prosperity Farms Road (Right-of-Way – East & West back of sidewalk to curb, Same as above)	$ 3,550	$ 10,650
Alamanda Drive (West right-of-way between 1005 Alamanda Drive and end of road)	$ 600	$ 1,800
Corsair Drive (Edge of pavement to wall between Anchorage Drive and Ebbtide Drive)	$ 1,500	$ 4,500
Corsair Drive (Service alley Anchorage Drive to Ebbtide Drive) (Ebbtide drainage swale)	$ 600	$ 1,800
Dogwood Circle (Median – East of Westwind Drive)	$ 250	$ 750
Ebbtide Drive (Median – East of U.S. Hwy 1)	$ 150	$ 450
Golfview Road (Medians – U.S. Hwy 1 to McLaren Rd)	$ 1,890	$ 5,670
Lagoon Drive (Island in front of 721 Lagoon Drive)	$ 105	$ 450
Laurel Court (Island east of Laurel Road)	$ 210	$ 630
Lighthouse Bridge (East and West Bridge Right-of-Way)	$ 120	$ 360
Lighthouse Drive (Medians – U.S. Hwy. 1 to Lakeside Park)	$ 720	$ 2,160
Lighthouse Drive (Entry way signs only)	$ 105	$ 315
Par Court (Median – East of Overlook Drive)	$ 120	$ 360

Wabash Drive – (Right-of-Way from 2555 Wabash Drive to Prosperity Farms Rd.)	$ 150	$ 450
South Anchorage Drive (Median – East of U.S. Hwy. 1)	$ 300	$ 900
South Anchorage Drive (Median – West of U.S. Hwy. 1)	$ 300	$ 900
Yacht Club Drive (Median – East of U.S. Hwy. 1)	$ 250	$ 750
Subtotal	$ 25,037	$ 75,111

Public Works – Fertilizer Cost		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
Village Hall – 501 U.S. Hwy. 1	$ 600	$ 1800
Public Safety – 560 U.S. Hwy. 1	$ 750	$ 2250
Public Works Complex – 645 Prosperity Farms Road	$ 95	$ 285
Alternate A1A (1st and 2nd median north of Northlake Blvd.)	$ 110	$ 330
Northlake Blvd. (Medians - FEC Tracks to U.S. Hwy 1)	$ 865	$ 2,595
U.S. Highway 1 (Medians – Palmetto Road to Carolinda Drive)	$ 1,100	$ 3,300
Prosperity Farms Road (Medians – Fairhaven Dr to Burns Road)	$ 450	$ 1,350
Prosperity Farms Road (Right-of-Way – East & West back of sidewalk to curb, Same as above	$ 850	$ 2,550
Alamanda Drive (West right-of-way between 1005 Alamanda Drive and end of road)	$ 75	$ 225
Corsair Drive (Edge of pavement to wall between Anchorage Drive and Ebbtide Drive)	$ 385	$ 1,155
Corsair Drive (Service alley Anchorage Drive to Ebbtide Drive) (Ebbtide drainage swale)	$ 400	$ 1,200
Dogwood Circle (Median – East of Westwind Drive)	$ 75	$ 225
Ebbtide Drive (Median – East of U.S. Hwy 1)	$ 75	$ 225
Golfview Road (Medians – U.S. Hwy 1 to McLaren Rd)	$ 605	$ 1,815
Laurel Court (Island east of Laurel Road)	$ 75	$ 225

Lighthouse Bridge (East and West Bridge Right-of-Way)	$ 135	$ 405
Lighthouse Drive (Medians – U.S. Hwy. 1 to Lakeside Park)	$ 120	$ 360
Lighthouse Drive (Entry way signs Only)	$ 75	$ 225
Par Court (Median – East of Overlook Drive)	$ 50	$ 150
Wabash Drive – (Right-of-Way from 2555 Wabash Drive to Prosperity Farms Rd.)	$ 50	$ 150
South Anchorage Drive (Median – East of U.S. Hwy. 1)	$ 90	$ 270
South Anchorage Drive (Medians – West of U.S. Hwy. 1)	$ 75	$ 225
Yacht Club Drive (Median – East of U.S. Hwy. 1)	$ 50	$ 150
Prosperity Farms Road (From 2509 Wabash Dr North to 2511 Pepperwood Cir – All locations combined)	$ 230	$ 690
Sub totals	$ 7,385	$ 22,155

TOTAL COSTS	
Location	**Annual Cost**
Leisure Services	
Subtotal Monthly Maintenance Services (Annual Cost)	$ 310,968
Subtotal Mulch Services (Annual Cost)	$ 70,074
Subtotal Fertilizer Services (Annual Cost)	$ 20,325
Subtotal Leisure Services	$ 401,367
Country Club	
Subtotal Monthly Maintenance Services (Annual Cost)	$ 82,200
Subtotal Mulch Services (Annual Cost)	$ 18,900
Subtotal Fertilizer Services (Annual Cost)	$ 7,650

Subtotal Country Club	$ 108,750
Facilities and Rights of Way	
Subtotal Monthly Maintenance Services (Annual Cost)	$ 227,484
Subtotal Mulch Services (Annual Cost)	$ 75,111
Subtotal Fertilizer Services (Annual Cost)	$ 22,155
Subtotal Facilities and Rights of Way	$ 324,750
TOTAL VILLAGE ANNUAL COSTS	834,867.00

Section Two:

In recognition that the Village may seek to add new areas or subtract existing areas from the services performed pursuant to this proposal, the Village is also seeking unit prices for such services. In adding or subtracting landscape maintenance areas, the Proposer agrees to the following unit prices:

SECTION 3.4.: SCOPE OF WORK – MOWING

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.2.; 3.4.3.; 3.4.4.; 3.4.5.; 3.4.6.; 3.4.7.; 3.4.8.	Mowing St. Augustine/Bahia grass (includes all listed items below) A. Litter/Debris Removal B. Edging C. Trimming D. Shrub Pruning E. Mowing F. Blowing G. Raking	/Sq. Ft.	$ .21
3.4.3.; 3.4.6.	Mowing and Edging Only – St. Augustine/Bahia	/Sq. Ft.	$ .12

SECTION 3.4.: SCOPE OF WORK – WEED CONTROL

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.10.	Weed Control (Sod)	/Sq. Ft.	$ .05

SECTION 3.4.: SCOPE OF WORK – MULCH

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.9.	Mulch (Cypress shredded or equivalent)	/Cubic. Yd.	$ 31.

SECTION 3.4.: SCOPE OF WORK – FERTILIZATION

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST

3.4.11.	Fertilization - St. Augustine/Bahia Grass	/1,000 Sq. Ft.	$ .05
3.4.11.	Fertilization - Ground Cover, Shrubs, Ornamentals	/1,000 Sq. Ft.	$ .05
3.4.11.	Fertilization - Trees (Canopy and Palms)	/Each	$ 5.00-10.00
3.4.11.	Fertilization - Canals – Banks and Rights-of-Way	/1,000 Sq. Ft.	$ .05

SECTION 3.4.: SCOPE OF WORK – PESTICIDES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.13.	Turfgrass Areas	/Sq. Ft.	$ .05
3.4.13.	Fire Ant Control	/Sq. Ft.	$ .05
3.4.13.	Whitefly Treatment	/Linear Ft.	$ 1.50
3.4.13.	Fleas/Ticks (Dog Parks)	/Sq. Ft.	$ 1.00

SECTION 3.4.: SCOPE OF WORK – IRRIGATION

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.12.	Irrigation Repair	/Linear Ft.	$ 30.00
3.4.12.	Irrigation Installation	/Linear Ft.	$ 30.00
3.4.12.	Irrigation (After hours emergency service hourly rate)	/Hourly	$ 95.00
	PROVIDE LIST OF ALL IRRIGATION MATERIALS WITH PRICING	Per Each Material Listed	

SECTION 3.4.: SCOPE OF WORK – ADDITIONAL SERVICES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.14.	Supervisor	/Hour	$ 35.00
3.4.14.	Laborer	/Hour	$ 20.00
3.4.14.	Crew (Supervisor/3 Laborers)	/Hour	$ 95.00
3.4.14.	Irrigation Specialist	/Hour	$ 60.00
3.4.14.	Arborist	/Hour	$ 175.00
3.4.14.	Equipment – Chainsaw	/Hour	$ 20.00
3.4.14.	Equipment - Chipper	/Hour	$ 55.00
3.4.14.	Equipment – Dump Truck	/Hour	$ 50.00
3.4.14.	Equipment – Pick-up Truck	/Hour	$ 35.00
3.4.14.	Equipment – Aerial Lift (Any Type) with Operator	/Hour	$ 65.00
3.4.14.	Equipment – Front End Loader with Operator	/Hour	$ 95.00
3.4.14.	Equipment – Crane with Operator	/Hour	$ 145.00
3.4.14.	Removal of Exotic Species All Types; rate per Crew Hour	/Hour	$ 125.00
3.4.14.	Disposal of Vegetation Debris to Landfill	/Cubic Yd.	$ 55.00
3.4.14.	Disposal of Mulch Debris to Landfill	/Cubic Yd.	$ 55.00
3.4.14.	Sod Removal and Disposal	/Cubic Yd.	$ 65.00

SECTION 3.4.: SCOPE OF WORK – ADDITIONAL SERVICES CONT.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.14.	Sod Replacement Saint Augustine (Any, all types)	/Sq. Ft	$ .65
3.4.14.	Sod Replacement Bahia (Any, all types)	/Sq. Ft	$ .45
3.4.14.	Stump and Root Removal	Small	$ 125.00
3.4.14.	Stump and Root Removal	Medium	$ 165.00
3.4.14.	Stump and Root Removal	Large	$ 225.00
3.4.14.	Routine & Scheduled TREE TRIMMING of ALL TYPES OF TREES (any height); rate per CREW HOUR	/Hour	$ 135.00
3.4.14.	Routine & Scheduled TREE PRUNING of ALL TYPES OF TREES (any height); rate per CREW HOUR	/Hour	$ 135.00
3.4.14.	Routine & Scheduled TREE REMOVAL of ALL TYPES OF TREES (any height); rate per CREW HOUR	/Hour	$ 135.00
3.4.14.	Routine & Scheduled STUMP GRINDING of ALL TYPES OF STUMPS (any size); rate per CREW HOUR	/Hour	$ 98.00
3.4.14.	Hazardous Condition Tree Removal Rate; rate per CREW HOUR	/Hour	$ 165.00
3.4.14.	EMERGENCY Response Rate for Tree Trimming (any height) OR Tree Removal; two (2) hour response time in accordance with Scope of Work; rate per CREW HOUR	/Hour	$ 225.00
3.4.14.	MOT	/Hour	$ 30.00
3.4.14.	Termite Control	Per Incident	$ 75.00
3.4.14.	Bee/Wasp Control	Per Incident	$ 65.00

Leisure Services - Total Costs	
Location	**ANNUAL $**
Subtotal Monthly Maint Srvcs (Annual)	$310,968.00
Subtotal Mulch Services (Annual Cost)	$70,074.00
Subtotal Fertilizer Services (Annual Cost)	$20,325.00
SUBTOTAL LEISURE SERVICES	**$401,367.00**

Country Club - Total Costs	
Location	**ANNUAL $**
Subtotal Monthly Maint Srvcs (Annual)	$82,200.00
Subtotal Mulch Services (Annual Cost)	$18,900.00
Subtotal Fertilizer Services (Annual Cost)	$7,650.00
SUBTOTAL LEISURE SERVICES	**$108,750.00**

Public Works - Total Costs	
Location	**ANNUAL $**
Subtotal Monthly Maint Srvcs (Annual)	$227,484.00
Subtotal Mulch Services (Annual Cost)	$75,111.00
Subtotal Fertilizer Services (Annual Cost)	$22,155.00
SUBTOTAL LEISURE SERVICES	**$324,750.00**

Annual
$8

Contract Total
34,867.00

Leisure Services - Monthly Maintenance Service Costs		
Location	**MTHLY $**	**ANN $**
Lakeside Park - 680 Lakeside Drive	$4,880.00	$58,560.00
Library - 303 Anchorage Drive	$2,630.00	$31,560.00
Osborne Park - 705 Prosperity Farms Rd	$3,704.00	$44,448.00
Comm Center - 1200 Prosperity Farms Rd	$5,250.00	$63,000.00
VET MEM Park - 303 Anchorage Dr	$2,250.00	$27,000.00
Anchorage Park - 603 Anchorage Dr	$7,200.00	$86,400.00
SUBTOTAL	**$25,914.00**	**$310,968.00**

Leisure Services - Mulch Costs		
Location	**MTHLY $**	**ANN $**
Lakeside Park - 680 Lakeside Drive	$4,410.00	$13,230.00
Library - 303 Anchorage Drive	$2,024.00	$6,072.00
Osborne Park - 705 Prosperity Farms Rd	$4,224.00	$12,672.00
Comm Center - 1200 Prosperity Farms Rd	$5,350.00	$16,050.00
VET MEM Park - 303 Anchorage Dr	$1,575.00	$4,725.00
Anchorage Park - 603 Anchorage Dr	$5,775.00	$17,325.00
SUBTOTAL	**$23,358.00**	**$70,074.00**

Leisure Services - Fertilizer Costs		
Location	**MTHLY $**	**ANN $**
Lakeside Park - 680 Lakeside Drive	$1,350.00	$4,050.00
Library - 303 Anchorage Drive	$750.00	$2,250.00
Osborne Park - 705 Prosperity Farms Rd	$975.00	$2,925.00
Comm Center - 1200 Prosperity Farms Rd	$1,450.00	$4,350.00
VET MEM Park - 303 Anchorage Dr	$650.00	$1,950.00
Anchorage Park - 603 Anchorage Dr	$1,600.00	$4,800.00
SUBTOTAL	**$6,775.00**	**$20,325.00**

Country Club - Monthly Maintenance Service Costs		
Location	**MTHLY $**	**ANN $**
NPB Country Club - 951 US Hwy 1	$6,850.00	$82,200.00
SUBTOTAL	**$6,850.00**	**$82,200.00**

Country Club - Mulch Costs		
Location	**MTHLY $**	**ANN $**
NPB Country Club - 951 US Hwy 1	$6,300.00	$18,900.00
SUBTOTAL	**$6,300.00**	**$18,900.00**

Country Club - Fertilizer Costs		
Location	**MTHLY $**	**ANN $**
NPB Country Club - 951 US Hwy 1	$2,550.00	$7,650.00
SUBTOTAL	**$2,550.00**	**$7,650.00**

Public Works - Monthly Maintenance Service Costs		
Location	**MTHLY $**	**ANN $**
Village Hall - 501 U.S. Hwy 1	$2,100.00	$25,200.00
Public Safety - 560 U.S. Hwy 1	$2,412.00	$28,944.00
PW Complex - 645 Prosperity Farms Rd	$620.00	$7,440.00
ALT A1A (1st & 2nd Median N of Northlake)	$490.00	$5,880.00
Northlake Blvd (Medians - FEC Tracks to US Hwy 1)	$1,885.00	$22,620.00
US Hwy 1 (Medians- Palmetto Rd to Carolinda Dr)	$1,940.00	$23,280.00
Prosperity Farms Road (Medians-Fairhaven Dr to Burns Rd)	$850.00	$10,200.00
PFR (ROW - East & West back of sidewalk to curb, See above	$1,800.00	$21,600.00
Alamanda Dr (St Claire school access from Alamanda Dr)	$230.00	$2,760.00
Alamanda Dr (West ROW between 1005 Alamanda Dr and end of the road)	$275.00	$3,300.00
Corsair Dr	$340.00	$4,080.00
Corsair Dr	$250.00	$3,000.00
Dogwood	$75.00	$900.00
Ebbtide	$75.00	$900.00
Golfview	$560.00	$6,720.00
Lagoon Dr	$75.00	$900.00
Laurel Ct	$75.00	$900.00
Lighthouse Bridge	$250.00	$3,000.00
Lighthouse Dr	$75.00	$900.00
Lighthouse Dr	$450.00	$5,400.00
Par Ct	$75.00	$900.00
Wabash Dr	$75.00	$900.00
S. Anchorage Dr	$75.00	$900.00
S. Anchorage Dr	$75.00	$900.00
Yacht Club Dr	$80.00	$960.00
Monet Rd	$575.00	$6,900.00
Juniper Rd Canal	$1,020.00	$12,240.00
Firetree Rd Canal	$980.00	$11,760.00
Fairhaven Place	$75.00	$900.00
Prosperity Farms Rd (All locations)	$1,100.00	$13,200.00
SUBTOTAL	**$18,957.00**	**$227,484.00**

Public Works - Mulch Costs		
Location	**MTHLY $**	**ANN $**
Lakeside Park - 680 Lakeside Drive	$4,410.00	$13,230.00
Library - 303 Anchorage Drive	$2,024.00	$6,072.00
Osborne Park - 705 Prosperity Farms Rd	$4,224.00	$12,672.00
Comm Center - 1200 Prosperity Farms Rd	$5,350.00	$16,050.00
VET MEM Park - 303 Anchorage Dr	$1,575.00	$4,725.00
Anchorage Park - 603 Anchorage Dr	$5,775.00	$17,325.00

SUBTOTAL	**$23,358.00**	**$70,074.00**

Public Works - Fertilizer Costs		
Location	**MTHLY $**	**ANN $**
Lakeside Park - 680 Lakeside Drive	$1,350.00	$4,050.00
Library - 303 Anchorage Drive	$750.00	$2,250.00
Osborne Park - 705 Prosperity Farms Rd	$975.00	$2,925.00
Comm Center - 1200 Prosperity Farms Rd	$1,450.00	$4,350.00
VET MEM Park - 303 Anchorage Dr	$650.00	$1,950.00
Anchorage Park - 603 Anchorage Dr	$1,600.00	$4,800.00
SUBTOTAL	**$6,775.00**	**$20,325.00**

Public Works - Mulch Cost		
Location	**MTHLY $**	**ANN $**
Village Hall - 501 U.S. Hwy 1	$3,307.00	$9,921.00
Public Safety - 560 U.S. Hwy 1	$3,675.00	$11,025.00
PW Complex - 645 Prosperity Farms Rd	$375.00	$1,125.00
ALT A1A (1st & 2nd Median N of Northlake)	$390.00	$1,170.00
Northlake Blvd (Medians - FEC Tracks to US Hwy 1)	$1,790.00	$5,370.00
US Hwy 1 (Medians- Palmetto Rd to Carolinda Dr)	$450.00	$1,350.00
Prosperity Farms Road (Medians-Fairhaven Dr to Burns Rd)	$3,580.00	$10,740.00
PFR (ROW - East & West back of sidewalk to curb, See above	$550.00	$1,650.00
Alamanda Dr (St Claire school access from Alamanda Dr)	$3,550.00	$10,650.00
Alamanda Dr (West ROW between 1005 Alamanda Dr and end of the road)	$600.00	$1,800.00
Corsair Dr	$1,500.00	$4,500.00
Corsair Dr	$600.00	$1,800.00
Dogwood	$250.00	$750.00
Ebbtide	$150.00	$450.00
Golfview	$1,890.00	$5,670.00
Lagoon Dr	$105.00	$315.00
Laurel Ct	$210.00	$630.00
Lighthouse Bridge	$120.00	$360.00
Lighthouse Dr	$720.00	$2,160.00
Lighthouse Dr	$105.00	$315.00
Par Ct	$120.00	$360.00
Wabash Dr	$150.00	$450.00
S. Anchorage Dr	$300.00	$900.00
S. Anchorage Dr	$300.00	$900.00
Yacht Club Dr	$250.00	$750.00
SUBTOTAL	**$25,037.00**	**$75,111.00**

Public Works - Fertilizer		
Location	**MTHLY $**	**ANN $**
Village Hall - 501 U.S. Hwy 1	$600.00	$1,800.00
Public Safety - 560 U.S. Hwy 1	$750.00	$2,250.00
PW Complex - 645 Prosperity Farms Rd	$95.00	$285.00
ALT A1A (1st & 2nd Median N of Northlake)	$110.00	$330.00
Northlake Blvd (Medians - FEC Tracks to US Hwy 1)	$865.00	$2,595.00
US Hwy 1 (Medians- Palmetto Rd to Carolinda Dr)	$1,100.00	$3,300.00
Prosperity Farms Road (Medians-Fairhaven Dr to Burns Rd)	$450.00	$1,350.00
PFR (ROW - East & West back of sidewalk to curb, See above	$850.00	$2,550.00
Alamanda Dr (St Claire school access from Alamanda Dr)	$75.00	$225.00
Alamanda Dr (West ROW between 1005 Alamanda Dr and end of the road)	$385.00	$1,155.00
Corsair Dr	$400.00	$1,200.00
Corsair Dr	$75.00	$225.00
Dogwood	$75.00	$225.00
Ebbtide	$605.00	$1,815.00
Golfview	$75.00	$225.00
Lagoon Dr	$135.00	$405.00
Laurel Ct	$120.00	$360.00
Lighthouse Bridge	$75.00	$225.00
Lighthouse Dr	$50.00	$150.00
Lighthouse Dr	$50.00	$150.00
Par Ct	$90.00	$270.00
Wabash Dr	$75.00	$225.00
S. Anchorage Dr	$50.00	$150.00
S. Anchorage Dr	$230.00	$690.00
SUBTOTAL	**$7,385.00**	**$22,155.00**

Landscaping and Grounds
RFP 2(

Shortlist Selection Meeting

Firm:

Selection Committee Member		
	Proposal Pricing (20 Pts)	**Personnel Qualifications (20 Pts)**
PRECISION	66	78
MAINGUY	58	50
SUPERIOR	25	57
ARAZOZA BROTHERS CORP	37	67
JUNIPER	48	45
TERRACON	38	56
BRIGHTVIEW	42	54
CWA - CHRIS WAYNE AND ASSOC	52	57

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s Maintenance Services
024

; Date: August 20, 2024

Category & Point Total			Point Total
Past Performance /Client References (20 Pts)	**Project Management Plan (20 Pts)**	**Workload and Contract Mitigation (20 Pts)**	
80	72	78	374
69	63	60	300
71	66	68	287
65	49	63	281
64	56	60	273
53	59	58	264
67	51	48	262
22	53	55	239

Landscaping and Grounds
RFP 2

Shortlist Selection Meeting

Firm:

Selection Committee Member		
	Proposal Pricing (20 Pts)	**Personnel Qualifications (20 Pts)**
SUPERIOR	25	57
JUNIPER	48	45
TERRACON	38	56
MAINGUY	58	50
PRECISION	66	78
BRIGHTVIEW	42	54
ARAZOZA BROTHERS CORP	37	67
CWA - CHRIS WAYNE AND ASSOC	52	57
AVERAGE SCORE BY CATEGORY	45.75	58

s Maintenance Services
024

; Date: August 20, 2024

Category & Point Total			Point Total
Past Performance /Client References (20 Pts)	**Project Management Plan (20 Pts)**	**Workload and Contract Mitigation (20 Pts)**	
71	66	68	287
64	56	60	273
53	59	58	264
69	63	60	300
80	72	78	374
67	51	48	262
65	49	63	281
22	53	55	239
			0
61.375	58.625	61.25	285

Landscaping and Ground
RFP 2

Shortlist Selection Meetin

Firm:

Selection Committee Member		
	Proposal Pricing (20 Pts)	**Personnel Qualifications (20 Pts)**
1	10	15
2	5	12
3	5	10
4	5	20

ls Maintenance Services
2024

ıg Date: August 20, 2024

Category & Point Total			Point Total
Past Performance /Client References (20 Pts)	**Project Management Plan (20 Pts)**	**Workload and Contract Mitigation (20 Pts)**	
19	18	18	80
19	18	15	69
18	15	15	63
15	15	20	75
			0
		TOTAL =	287

Landscaping and Ground
RFP 2

Shortlist Selection Meetin

Firm:

Selection Committee Member		
	Proposal Pricing (20 Pts)	**Personnel Qualifications (20 Pts)**
1	20	12
2	8	10
3	5	8
4	15	15

ls Maintenance Services
2024

ıg Date: August 20, 2024

Category & Point Total			Point Total
Past Performance /Client References (20 Pts)	**Project Management Plan (20 Pts)**	**Workload and Contract Mitigation (20 Pts)**	
19	14	18	83
12	12	15	57
18	10	12	53
15	20	15	80
			0
		TOTAL =	273

Landscaping and Ground
RFP 2

Shortlist Selection Meetin

Firm:

Selection Committee Member		
	Proposal Pricing (20 Pts)	**Personnel Qualifications (20 Pts)**
1	18	16
2	0	15
3	5	15
4	15	10

ls Maintenance Services
2024

ıg Date: August 20, 2024

Category & Point Total			Point Total
Past Performance /Client References (20 Pts)	**Project Management Plan (20 Pts)**	**Workload and Contract Mitigation (20 Pts)**	
19	14	18	85
17	15	15	62
12	15	15	62
5	15	10	55
			0
		TOTAL =	264

Sub for Arborist

Landscaping and Ground
RFP 2

Shortlist Selection Meetin

Firm:

Selection Committee Member		
	Proposal Pricing (20 Pts)	**Personnel Qualifications (20 Pts)**
1	16	10
2	12	10
3	15	10
4	15	20

ls Maintenance Services
2024

ıg Date: August 20, 2024

Category & Point Total			Point Total
Past Performance /Client References (20 Pts)	**Project Management Plan (20 Pts)**	**Workload and Contract Mitigation (20 Pts)**	
19	18	18	81
15	15	15	67
20	15	12	72
15	15	15	80
			0
		TOTAL =	300

Landscaping and Ground
RFP 2

Shortlist Selection Meetin

Firm:

Selection Committee Member		
	Proposal Pricing (20 Pts)	**Personnel Qualifications (20 Pts)**
1	15	18
2	18	20
3	18	20
4	15	20

ls Maintenance Services
2024

ıg Date: August 20, 2024

Category & Point Total			Point Total
Past Performance /Client References (20 Pts)	**Project Management Plan (20 Pts)**	**Workload and Contract Mitigation (20 Pts)**	
20	12	20	85
20	20	20	98
20	20	18	96
20	20	20	95
			0
		TOTAL =	374

Landscaping and Ground
RFP 2

Shortlist Selection Meetin

Firm:

Selection Committee Member		
	Proposal Pricing (20 Pts)	**Personnel Qualifications (20 Pts)**
1	12	14
2	0	10
3	10	15
4	20	15

ls Maintenance Services
2024

ıg Date: August 20, 2024

Category & Point Total			Point Total
Past Performance /Client References (20 Pts)	**Project Management Plan (20 Pts)**	**Workload and Contract Mitigation (20 Pts)**	
19	14	11	70
18	12	10	50
15	10	12	62
15	15	15	80
			0
		TOTAL =	262

Landscaping and Ground
RFP 2

Shortlist Selection Meetin

Firm:

Selection Committee Member		
	Proposal Pricing (20 Pts)	**Personnel Qualifications (20 Pts)**
1	17	17
2	10	15
3	10	15
4	15	10

ls Maintenance Services
2024

ıg Date: August 20, 2024

Category & Point Total			Point Total
Past Performance /Client References (20 Pts)	**Project Management Plan (20 Pts)**	**Workload and Contract Mitigation (20 Pts)**	
5	14	18	71
7	15	12	59
5	14	15	59
5	10	10	50
			0
		TOTAL =	239

Landscaping and Ground
RFP 2

Shortlist Selection Meetin

Firm:

Selection Committee Member		
	Proposal Pricing (20 Pts)	**Personnel Qualifications (20 Pts)**
1	12	18
2	5	15
3	5	14
4	15	20

ls Maintenance Services
2024

ıg Date: August 20, 2024

Category & Point Total			Point Total
Past Performance /Client References (20 Pts)	**Project Management Plan (20 Pts)**	**Workload and Contract Mitigation (20 Pts)**	
19	12	18	79
15	10	15	60
16	12	15	62
15	15	15	80
			0
		TOTAL =	281

VILLAGE OF NORTH PALM BEACH

REQUEST FOR PROPOSALS FOR LANDSCAPING AND GROUNDS MAINTENANCE SERVICES

VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FL 33408

ADVERTISEMENT, INSTRUCTION, SPECIFICATIONS,
GENERAL TERMS AND CONDITIONS

REQUEST FOR PROPOSALS

The Village of North Palm Beach will be receiving sealed proposals to provide **Landscaping and Grounds Maintenance Services.**

Sealed proposals (one original plus five copies and one digital copy) will be received by the Village Clerk's Office at 501 U.S Highway One, North Palm Beach, Florida 33408 until **10:30 A.M. EST on Wednesday, July 31, 2024**. Any proposals received after the time specified will not be accepted and shall be returned unopened to the Proposer. All proposals will be publicly opened and read aloud in the Village Council Chambers.

The Request for Proposals is open to inspection and may be obtained at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408 or on the Village's website: www.village-npb.org.

A **mandatory pre-Proposal meeting** is scheduled for **10:00 A.M. EST on Wednesday, July 10, 2024** at the Village of North Palm Beach. Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408. Failure to attend the mandatory pre-Proposal meeting may result in the rejection of your Proposal.

No proposal may be withdrawn for a period of sixty (60) days after the scheduled closing date for the receipt of proposals except as otherwise provided in the Instructions to Proposers and Terms and Conditions.

The Village of North Palm Beach reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise. The award, if made, will be made to the most responsive Proposer whose proposal is determined by the Village, in its sole discretion, to be most advantageous.

VILLAGE OF NORTH PALM BEACH, FLORIDA
Chuck Huff, Village Manager

Publish: Palm Beach County Legal Notices Website
Date: 6/28/2024

Publish: DemandStar
Date: 6/28/2024

Publish: Village of North Palm Beach Website
Date: 6/28/2024

INSTRUCTIONS TO PROPOSERS AND TERMS AND CONDITIONS

GENERAL INFORMATION/PROPOSAL SUBMITTAL

The Proposal Documents consist of:

1. Request for Proposals;
2. Instructions to Proposers and Terms and Conditions;
3. Scope of Work/Specifications
4. Drug Free Workplace Certification;
5. Sworn Statement on Public Entity Crimes;
6. Scrutinized Vendor Certification
7. Proposal Form;
8. Standard Contract for Services;
9. Any Addenda issued prior to the date designated for receipt of proposal.

Complete sets of the Proposal Documents shall be used in preparing the submitted Proposal. The Village of North Palm Beach ("Village") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words "**Proposal for Landscaping and Grounds Maintenance Services**" on the outside and mailed or hand-delivered to the Village Clerk on or before the specified time and date. **Each Proposer shall submit one (1) original, five (5) copies and (1) digital copy of its Proposal.**

A **mandatory pre-Proposal meeting** is scheduled for **10:00 A.M. EST on Wednesday, July 10, 2024** at the Village of North Palm Beach, Village Hall, 501 US1, North Palm Beach, Florida 33408. Failure to attend the mandatory pre-Proposal meeting may result in the rejection of your Proposal.

It is the Proposer's sole responsibility to ensure that its Proposal is received by the Village Clerk on or before the closing date and time. The Village shall in no way be responsible for delays caused by any other occurrence. Proposals submitted by e-mail telephone, telegram or facsimile will **not** be accepted.

The proposal opening time shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. Such proposals shall be returned unopened.

All proposals must be typewritten or filled in with pen and ink. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed or the signature attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All corrections made to the proposal price must be initialed.

Proposers shall not be allowed to modify their proposals after the opening time and date.

Pursuant to Section 119.071(1)(b)2, Florida Statutes, sealed proposals remain exempt from public disclosure until such time as the Village provides notice of its intended decision to accept a Proposal or for thirty (30) days after opening, whichever is earlier.

The submission of a proposal shall constitute an incontrovertible representation by the Proposer that the Proposal Documents and Contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the requested services.

CONTACT PERSON

For information concerning this Proposal, please contact:

Marc Holloway
Field Operations Manager
Village of North Palm Beach 501 US Highway 1
North Palm Beach, FL 33408 561-691-3440

All questions must be submitted in writing by e-mail to mholloway@village-npb.org at least seven (7) days prior to the proposal opening.

ACCEPTANCE/REJECTION

The Village reserves the right to accept or to reject any or all proposals in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Proposer, who in the sole opinion of the Village, is the lowest responsive, responsible Proposer and whose Proposal will be most advantageous to the Village. The Village reserves the right to reject the Proposal of any Proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The Village reserves the right to re-issue the Request for Proposals.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal Response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in this proposal solicitation are the only conditions applicable to the Proposal and the Proposer's authorized signature affixed to the Proposer acknowledgment form attests to this.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of Proposals will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Submission of a Proposal constitutes acknowledgment by the Proposer of the

receipt of addenda. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Proposer to verify that he/she received all addenda issued before Proposals are opened. No authorization is allowed by Village personnel to interpret, or give information as to Proposal requirements in addition to that which is contained in the written Proposal document and addenda.

CONTRACTUAL AGREEMENT

All terms and conditions of the Proposal Documents shall be included and incorporated in the Standard Contract, a copy of which is included in the Proposal Documents. The order of contract precedence shall be the Contract and then Proposal Documents and Proposal Response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

FEDERAL AND STATE TAX

The Village is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the Village shall **not** be authorized to use the Village's Tax Exemption Number in securing materials for performance of the work associated with this Project.

LEGAL REQUIREMENTS

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VARIANCES

The Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of proposal evaluation, Proposers must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, the Village shall construe the Proposal to fully comply with the specifications, terms and conditions as given herein.

AWARD

The Village reserves the right to hold all Proposals and Proposal Guarantees for a period not to exceed sixty (60) days after the date of proposal opening stated in the Request for Proposal.

PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the time set for opening of the proposals. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the Village the goods or services set forth in the attached specifications until one or more of the

proposals have been duly accepted by the Village.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the Village and promptly demonstrates to the reasonable satisfaction of the Village that there was a material and substantial mistake in the preparation of his/her Proposal, that Proposer may withdraw his/her Proposal. Thereafter, that Proposer will be disqualified from further proposals on the work.

CERTIFICATION

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Proposal and must be in the name of the vendor shown on the Proposal page.

NON-APPROPRIATIONS

The obligations of the Village to make a Proposal award and execute a Contract under the terms of this "Request for Proposal" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Village, at its sole discretion, shall have the right to reject all proposals.

PROPOSAL FORMS

In filling out proposal forms, Proposers shall be governed by the following provisions.

A. Proposals must be made on the blanks provided herewith.

B. Proposal amount shall be shown in words and figures.

C. Any proposal which in any manner fails to conform to the condition of the published notice may be rejected.

D. Proposals must be signed in ink by the Proposer with the signature in full.

E. Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Proposal.

F. If a Proposer wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Any changes or alteration of prices in the proposal must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

QUALIFICATION OF PROPOSERS

This proposal shall be awarded only to a responsible Proposer, qualified by experience to provide the services specified. Each Proposer shall submit the following information with its proposal:

A. A list of at least three (3) client references providing the client name, address, project representative and telephone number for clients served within the past three (2) years. Include a brief description of the services performed for each client.

B. List of equipment and facilities available to do the work.

C. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.

D. List of experience and personnel requirements as set forth in the Scope of Work/Specifications.

Failure to submit the above requested information may be cause for rejection of the Proposal.

REGULATIONS, PERMITS AND FEES

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

INSURANCE REQUIREMENTS

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

A. The Proposer shall maintain Comprehensive General Liability Insurance with minimum coverage limits of $1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate for bodily injury and property damage and $2,000,000 in the general aggregate for products/completed operations. Comprehensive General Liability Insurance shall include endorsements for property damage, personal injury, contract liability, product liability and independent contractor coverage.

B. The Proposer shall maintain Comprehensive Automobile Liability Insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect against claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Proposer or by anyone directly or indirectly employed by the Proposer.

C. The Proposer 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, to be maintained by the Proposer shall specifically include the Village as an Additional Insured. The Proposer shall be responsible for any deductibles related to said insurance.

TERM OF CONTRACT

The initial term of the proposed contract shall be for a period of three (3) years, commencing on October 1, 2024 and ending on September 30, 2027 and 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. No cost increase to the Village shall be imposed within the initial term or any renewal term unless otherwise agreed to in writing by the parties.

CONE OF SILENCE

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

NON-COLLUSION

By submitting a Proposal, each Proposer affirmatively represents that neither the Proposer nor any of its officers, partners, owners, agents, representatives or employees have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer to submit a collusive or sham Proposal or have in any manner directly or indirectly sought by agreement or collusion to fix the prices of the Proposal or to secure through any agreement or collusion any advantage. The prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, or employees.

SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS:

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

Evaluation Criteria and Procedures:

A. Vendors are evaluated as per the **Evaluation Criteria.** The Village reserves the right to obtain additional information from Proposers.

B. Vendors have a continuing obligation to provide the Village with any material changes to the information requested.

C. Points for each of the Evaluation Criteria are identified below.

Evaluation Rating Categories:

20 Maximum Points	Proposal Pricing
20 Maximum Points	Personnel Qualifications (Years of Experience, Arborist on staff)
20 Maximum Points	Project Management Plan
20 Maximum Points	Past Performance/Client References **20 Maximum Points** Workload and Contract Litigation
100 Maximum Points	Total

Required Information for Evaluation Proposals (to be included in Qualification Statement)

Proposal Pricing: (20 Point Maximum)
Provide pricing on the Proposal Form supplied with this RFP.

Personnel Qualifications: (20 Point Maximum)
Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project, which may include the following:

- Project Superintendent.
- Arborist
- Site Supervisors.
- Full-Time Service Crews.

Provide a brief resume for each employee who will furnish professional and technical support expertise on this contract. This should include the following:

- Function(s) in the company.
- Title and number of years of service with the company.

Project Management Plan: (20 Point Maximum)
Detail how you intend to meet or exceed the required standards.

Past Performance: (Conducted by Public Works Manager) (20 Point Maximum)

Client References – Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of three (3) and maximum of five (5) client references.

Identify each client reference:

- Name of Client.
- Client contact information **including email address**
- Award date and expiration date of contract.
- Total number of workers/ supervisors assigned to contract.
- Annual dollar value of contract.

Workload and Contract Litigation: (20 Point Maximum)

Project List – Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on October 1, 2024. The individual project details shall include:

- Name of Contract Client
- Brief Project Scope
- Contract Budget
- Contract Duration (Award Date – Expiration Date)

Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.

Provide all items listed in the above Proposal Pricing, Personnel Qualifications, Project Management Plan, Past Performance (Client References), and Workload and Contract Litigation sections as part of your RFP response. These items are the expected deliverables to be evaluated for award of contract.

The Village expressly reserves the right to modify the procedures set forth herein for the selection/evaluation process.

Evaluation Scoring Scale:

20 Point Scale

Superior Response:	(16 - 20 Points)
Good Response:	(10 - 15 Points)
Fair Response:	(5 - 9 Points)
Failed Response:	(0 - 4 Points)

Evaluation Scoring Scale Definitions:

Superior Response: Comprehensively meets the requirements and intent for the RFP. Information was clearly presented and complete. Response demonstrated a thorough understanding of the RFP scope and requirements. Evaluation demonstrates a mastery of the evaluation category. Response demonstrates proposers' selection would be both a considerable value and benefit to the RFP project goals.

Good Response: Meets the majority of the requirements and intent for the RFP. Information was clearly presented and complete with minimal deficiencies. Response demonstrated a good understanding of the RFP scope and requirements. Evaluation demonstrates a considerable knowledge of the evaluation category. Response demonstrates proposers' selection would be both a value and benefit to the RFP project goals.

Fair Response: Minimally meets the requirements and intent for the RFP. Information was presented with some deficiencies. Response demonstrated an average understanding of the RFP scope and requirements. Evaluation demonstrates a minimal knowledge of the evaluation category.

Failed Response: Does not meet the requirements and intent for the RFP. Information was presented with excessive deficiencies. Response demonstrated an insufficient understanding of the RFP scope and requirements. Evaluation demonstrates an insufficient knowledge of the evaluation category.

Evaluation Committee members will independently evaluate each proposer based on the rating categories for the evaluation process. Points will be awarded from zero (0) to the maximum points allowed for the category. Points are not awarded in a winner-takes-all format. Proposers may tie in individual category and cumulative point awards. Following award of points by the Evaluation Committee to all proposers, the Village Clerk will combine and average points awarded to each firm for each category. The Village will commence contract negotiations with the proposer scoring the highest rating, based on the evaluation process scoring, and continue negotiations in order of ranking, if required.

SCOPE OF WORK/SPECIFICATIONS

3.1 INTRODUCTION.

The Village of North Palm Beach Public Works Department is seeking proposals from qualified firms to provide all materials and services necessary to provide Comprehensive Landscape and Grounds Maintenance and Related Services, including pest control, fertilization and on demand additional services, in accordance with the terms, conditions, and specifications contained in this Request for Proposals ("RFP"). The Village reserves the right to award some or all Services to one or more qualified firms on a non-exclusive basis.

Leisure Services locations include:

- Lakeside Park: 680 Lakeside Drive
- Library: 303 Anchorage Drive
- Osborne Park: 705 Prosperity Farms Rd
- Community Center: 1200 Prosperity Farms Rd
- Veterans Park: 303 Anchorage Drive (adjacent library)
- Anchorage Park: 603 Anchorage Drive

Country Club locations include:

- 951 US Hwy 1

Public Works locations include:

- Numerous facilities and locations (see List of Maintenance Areas below)

3.2 SCOPE OF WORK

3.2.1. SUMMARY

The landscape objectives for this Project are to provide a visually pleasing and environmentally sound landscape with high standards of maintenance.

3.2.2. The Scope of Services and Schedule are summarized in the table below:

Scope of Services
Response Time Commitments
Litter/Debris Removal
Edging
Trimming
Shrub Pruning
Mowing
Blowing
Raking

Instructions

Mulching
Flower Bed Replacement
Weed Control
Fertilization
Irrigation
Pest Scouting, Disease Control, and Treatment
On Demand Additional Services

3.2.2.1 Mowing times shall be between the hours of 8:00AM – 6:00PM, Monday through Saturday. Mowing times for the NPB Country Club shall be from 7:30 am – 4:30 pm Monday through Friday. No mowing shall occur on Sundays, July 4th, Thanksgiving Day, Christmas Day, or New Year's Day, unless prior approval has been provided by the Project Manager. The Contractor shall coordinate the maintenance work schedule with the Project Manager so as not to conflict with any scheduled activity or event.

3.2.2.2. The Parks Superintendent serves as the Project Manager for all Leisure Services grounds. Contact information is as follows:

Parks Superintendent
Anchorage Park
603 Anchorage Drive
North Palm Beach, FL 33408
Phone: (561) 841-3386
www.village-npb.org

3.2.2.3. The General Manager serves as the Project Manager for all Country Club grounds. Contact information is as follows:

Beth Davis, CCM
General Manager
951 US Hwy 1
North Palm Beach, FL 33408
Phone: (561) 691-1070
www.village-npb.org

3.2.2.4. The Field Operations Manager serves as the Project Manager for all other facilities and rights of way. Contact information is as follows:

Marc Holloway
Field Operations Manager
Public Works
645 Prosperity Farms Road
North Palm Beach, FL 33408
Phone: (561) 691-3440
www.village-npb.org

3.2.3. Service Areas.

The areas to be serviced are shown in the tables below:

Leisure Services - List of Maintenance Areas	
Location	**St. Augustine/Bahia (Sq. Ft.)**
Lakeside Park – 680 Lakeside Drive	214,631
Library – 303 Anchorage Drive	32,467
Osborne Park – 705 Prosperity Farms Rd	19,891
Community Center – 1200 Prosperity Farms Rd	202,038
Veterans Memorial Park – 303 Anchorage Drive (Excluding Bermuda grass)	4,500
Anchorage Park – 603 Anchorage Drive	415,567
Totals	**889,094**

Country Club - List of Maintenance Areas	
Location	**St. Augustine/Bahia (Sq. Ft.)**
North Palm Beach Country Club – 951 US Hwy 1	346,345
Totals	**346,345**

Public Works - List of Maintenance Areas	
Location	**St. Augustine/Bahia (Sq. Ft.)**
Village Hall – 501 U.S. Hwy. 1	35,469
Public Safety – 560 U.S. Hwy. 1	80,689
Public Works Complex – 645 Prosperity Farms Road	4,680
Alternate A1A (1st and 2nd median north of Northlake Blvd.)	11,100
Northlake Blvd. (Medians - FEC Tracks to U.S. Hwy 1)	43,444
U.S. Highway 1 (Medians – Palmetto Road to Carolinda Drive)	110,608
Prosperity Farms Road (Medians – Fairhaven Dr to Burns Road)	7,500
Prosperity Farms Road (Right-of-Way – East & West back of sidewalk to curb, Same as above	85,645

Alamanda Drive (St. Claire school access from Alamanda Drive)	7,350
Alamanda Drive (West right-of-way between 1005 Alamanda Drive and end of road)	9,900
Corsair Drive (Edge of pavement to wall between Anchorage Drive and Ebbtide Drive)	18,660
Corsair Drive (Service alley Anchorage Drive to Ebbtide Drive) (Ebbtide drainage swale)	8,495
Dogwood Circle (Median – East of Westwind Drive)	1,425
Ebbtide Drive (Median – East of U.S. Hwy 1)	1,425
Golfview Road (Medians – U.S. Hwy 1 to McLaren Road)	20,384
Lagoon Drive (Island in front of 721 Lagoon Drive)	900
Laurel Court (Island east of Laurel Road)	2,520
Lighthouse Bridge (East and West Bridge Right-of-Way)	13,520
Lighthouse Drive (Medians – U.S. Hwy. 1 to Lakeside Park)	9,825
Lighthouse Drive (Entry way signs south to pump station 50' off property line)	24,600
Par Court (Median – East of Overlook Drive)	1,725
Wabash Drive – (Right-of-Way from 2555 Wabash Drive to Prosperity Farms Rd.)	1,825
South Anchorage Drive (Median – East of U.S. Hwy. 1)	1,500
South Anchorage Drive (Medians – West of U.S. Hwy. 1)	3,075
Yacht Club Drive (Median – East of U.S. Hwy. 1)	1,425
Monet Road (Right-of-Way south side of road)(Park at end of road)	23,250
Juniper Road Canal (Right-of-Way east side of canal only)	57,500
Firetree Road Canal (Right-of-Way south side of canal only)	56,600
Fairhaven Place (Center island only)	3,650
Prosperity Farms Road (2509 Wabash Dr and 2510 Sun Cove Rd)	10,000
Prosperity Farms Road (2501 Sun Cove Ln)	4,500
Prosperity Farms Road (2508 Pepperwood Circle)	3,500
Prosperity Farms Road (2509 Pepperwood Cir S.)	2,750
Prosperity Farms Road (2510 Pepperwood Cir S.)	3,500
Prosperity Farms Road (2511 Pepperwood Cir N.)	2,000
Totals	**673,409**

Instructions

3.2.4. Quality Assurance.

3.2.4.1. Contractor shall be an individual or firm of established capability, experience and reputation, which is regularly engaged in, and which maintains a regular force of workers skilled in performing the Services as outlined in this RFP.

3.2.4.2. Contractor shall hold a current business tax receipt issued in Palm Beach County and possess a minimum of five (5) years' experience performing landscaping and grounds maintenance services under its current business name and ownership under contracts with a similar size, scope, and complexity. The Field Supervisor must have a minimum of three (3) years field supervisory experience on work of a similar size, scope, and complexity.

3.2.4.3. All Contractors shall visit the site(s) and inspect all Service areas, Irrigation, and landscape prior to submitting a proposal.

3.2.4.4. All Contractors shall comply with all sections of these Specifications.

3.2.4.5. No Services are to be subcontracted without the prior written consent of the Village.

3.2.4.6. Contractor shall comply with all applicable local, state and federal health and safety requirements, including the latest revisions to the Occupational and Safety and Health Administration (OSHA) standards, American National Standards Institute (ANSI) Z133.1- 2000 (Tree Care Operations-Safety Requirements) and State of Florida Department of Transportation (FDOT vehicle safety and traffic control requirements).

3.2.4.7. All landscaping shall be maintained in a healthy, neat, and attractive condition and shall be maintained in accordance with the American Society of Landscape Architect's standards.

3.2.4.8. Contractor shall designate a competent supervisor or foreman to oversee all Services described in these Specifications.

3.2.4.9. Contractor shall be responsible for promptly notifying the Village of any damage to irrigation systems, buildings, vehicles or other structures, properties or possessions, which occur as a result of all Services performed pursuant to this RFP, or improper or negligent activities, as defined in these Specifications.

3.3. LABOR, EQUIPMENT, PRODUCTS AND MATERIALS.

3.3.1. Contractor shall be responsible for providing all labor, materials, supplies, tools, services and equipment, and all other incidentals required to complete the Services, as needed to completely and accurately perform the Services outlined in these Specifications. Equipment and materials furnished shall

be of the appropriate quality, type, size and quantity needed to adequately accomplish the Services. Contractor shall provide sufficient numbers and types of equipment to handle the work load, including utility vehicle(s), tractor(s), mowers, edger, hedgers, trimmers, sprayers, etc. Every commercial vehicle operated on the streets of the Village shall at all times display, permanently affixed and plainly marked on both sides, the Contractor's name and telephone number. If a vehicle is rented, the information may be affixed to signs made of magnet and attached at all times while operating within the boundaries of the Village.

3.3.2. Contractor shall be responsible for regularly inspecting all equipment to be used on the Project site and for providing scheduled preventative maintenance, so as to prevent any damage or injury to landscaping, property, structures or the environment.

3.3.3. All fertilizer and pesticide products shall be delivered in original, unopened, and undamaged containers with labels intact.

3.3.4. The Project Manager or his designee reserves the right to inspect and approve all materials delivered and used according to these Specifications including fertilizers, pesticides, soils, trees, plant material, mulch, etc.

3.3.5. Contractor shall ensure that at least one (1) member of each maintenance crew (preferably the supervisor) speaks English fluently. Contractor shall supply each employee with a uniform shirt with the firm name and employee name clearly identified, to be worn at all times during the performance of Services. Contractor's employees' clothing must be neat and clean.

3.3.6. Contractor will designate one (**1**) member of the maintenance crew that will be assigned to the country club facility specifically Monday through Friday, 7:30 am to 4:30 pm. Prefer someone who can speak English fluently, and performs detailed landscaping and general outdoor housekeeping including blowing, weeding, clipping, flowerbed maintenance, raking, pruning, water checks, trash and debris removal ensuring a clean and beautiful appearance of the clubhouse property.

3.3.7. Vehicles and equipment shall be parked in such a manner so as not to obstruct or interfere with pedestrian or vehicular traffic. No storage or provision for storage shall be made on site for maintenance equipment or materials.

3.3.8. Contractor shall be required to follow the "State of Florida Manual on Traffic Control and Safe Practices." Contractor shall be responsible for providing all safety gear, equipment and traffic control devices for employees and maintenance personnel. In case of any street or lane closures, a Maintenance of Traffic (MOT) shall be provided to the Village.

3.3.9. The Contractor shall maintain all equipment to manufacturer safety specifications. Any equipment that does not meet minimum safety specification, may be prohibited, at the sole discretion of the Village, from being utilized to perform work associated with this contract. Examples of safety violations include, but are not limited to, removal of safety devices from equipment, nonworking safety devices on equipment, body damage or rust exposing blades or moving parts,

and exposed belts and/or drive chains.

- Mowers shall be the proper type and size to complete mowing cycles.
- Mechanical edger blades shall be maintained to provide a clean vertical cut.
- Hedge trimmers shall be maintained to provide a clean cut without evidence of tearing or shredding.
- Hand pruners shall be maintained to provide a clean cut without evidence of tearing, bruising, or shredding.
- Spray tanks shall be maintained to prevent accidental spillage from wands, fittings, and attachments.

3.3.10. No activity shall be carried out in a manner that will disrupt, inconvenience, or endanger any member of the traveling public, either pedestrian or vehicular, or patrons of Village parks, the country club campus, facilities or rights of way. Failure to follow mandated safety practices or guidelines listed herein may result in termination at the Village's discretion.

3.3.11. The hourly rates quoted for labor shall include full compensation for labor, equipment, materials, travel time, and any other cost to the proposer.

3.4. SCOPE OF WORK – LANDSCAPE MAINTENANCE SPECIFICATIONS.

3.4.1. RESPONSE TIME COMMITMENTS.

3.4.1.1. The Village places a high priority on responsiveness for landscaping services, expecting timely and efficient action for different types of requests.

3.4.1.2. For standard service requests, such as routine maintenance or scheduled landscaping projects, the Village expects a response within 24 to 48 hours, ensuring the regular upkeep and aesthetic appeal of communal spaces.

3.4.1.3. In cases of hazardous conditions, like potential storm damage or diseased trees posing risks, a prompt response within the same business day is anticipated to preemptively address safety concerns and potential disruptions.

3.4.1.4. Emergencies, involving immediate dangers such as fallen trees blocking essential paths or severe storm aftermath, demand a much more urgent response. In these situations, action is expected ideally within 2 hours to quickly address and resolve such critical issues.

3.4.1.5. This rapid response is essential for maintaining not only the Village's beauty but also the safety of its public and recreational areas. The Village values a landscaping partner who can consistently meet these response times, demonstrating a commitment to community welfare and the careful maintenance of its natural environments.

3.4.2. LITTER/DEBRIS REMOVAL.

3.4.2.1 Litter removal from Village facilities is performed for aesthetic and safety reasons. It is desired to present a pleasing appearance and environment to the patrons of our parks as well as to motoring and pedestrian traffic within the Village, but it is more important to provide safety. Litter village properties or rights of way is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the parks, the motorists, pedestrians, and the equipment operators.

3.4.2.2. The Contractor shall perform litter and debris removal in all areas where work is performed. Responsibilities shall include, but not be limited to, the removal and disposal of all natural debris, (tree limbs, fallen trees, dry brush, dead animals, etc.), and man-made debris (glass/plastic bottles, food wrappers, plastic bags, Styrofoam/plastic cups, tire pieces, lumber, household items, vehicle parts, metal junk, packaging materials, campaign/advertising or other signs and postings, etc.. Leaves shall be removed from all sidewalks, pathways, and paved areas.

3.4.2.3. Contractor shall sweep all driveways, parking areas and sidewalks where turf cuttings and trimmings are evident as well as any dirt or stones resulting from the work and remove the trimmings, dirt, and stones from the premises. Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives, gutters, curbs, and other hardscape surfaces on the same day as mowed or trimmed.

3.4.2.4. Contractor shall properly dispose of all litter and debris at off-site locations in accordance with existing federal, state, and local regulations. Village facility dumpsters or other containers are not to be used for disposal of any litter, debris or turf trimmings.

3.4.2.5. Contractor shall notify the Project Manager immediately of any debris or any other situation(s) that create a hazardous condition.

3.4.3. EDGING

3.4.3.1. All edges along bed lines, tree rings, parking lots, driveways, sidewalks, curbs, etc. shall be mechanically edged simultaneously with regular mowing service visits to keep turf from encroaching into other areas.

3.4.3.2. All turf around all sprinkler heads shall be trimmed one (1) time per month or as often as needed to prevent interference with or intercepting the output of water. Any damages to irrigation system as a result of moving or edging are the responsibility of the contractor for replacement.

3.4.3.3. The use of nylon cord trimmers (weed-eaters) around tree trunks or hedges shall not be permitted (tree rings and bed lines must be maintained); they may be used around sprinkler heads, fences, posts, and other non-living structures which shall not be damaged by such. Mechanically edge all landscaping bed/sod interfaces, including individual tree rings (24" from outside of tree trunk, minimum). The use of any chemical controls for the purpose of edging shall be subject to the approval of the Project Manager in accordance with

the requirements of the contract documents.

3.4.3.4. The contractor is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks. Extreme care shall be exercised to prevent damage to concrete during the edging process.

3.4.3.5. Dirt and debris produced by edging shall be removed and swept from adjacent hard surfaces.

3.4.4. TRIMMING

3.4.4.1. Trimming shall be performed concurrently (same day) as turf mowing. Trimming height shall match surrounding area turf heights. Turf shall be trimmed, using line trimming or other standard industry practices or sprayed in a manner that does not leave dead or dying grass in areas around trees, shrubs, buildings, fences, light poles, sign posts, fire hydrants, picnic tables, benches, parking lot bumper blocks, boulders, or other fixed obstacles. Trimming around trees shall be done so as to leave a neat tree ring appearance.

3.4.4.2. Trimming shall be done in such a way as to avoid damaging the trunk, bark, or roots of trees and shrubs. Trees or shrubs damaged as a result of line trimming shall be replaced by the Contractor. If vegetation should die or become unhealthy due to line trimming damage, the Contractor will be responsible for repairing or replacing the damaged vegetation with vegetation of the same size and type. Vegetation replacement shall occur within fifteen (15) days of noticed damage. Repair or replacement required as result of the Contractors work shall be completed by Contractor at no cost to the Village.

3.4.4.3. Filament-type trimmers are permitted for use to trim around the base of such fixed structures as cable, telephone, and transformer boxes, drainage basins, and concrete poles. Items such as wooden ground signs and architectural entrance features shall be trimmed in such a manner so as to eliminate any damage to paint and structural features.

3.4.4.4. All trimmings shall be removed from parking lots, rights-of-way, driveways, sidewalks, and planter beds using, vacuums, brooms, and/or rakes immediately after trimming. Clippings shall **NOT** be blown out into streets or adjacent areas.

3.4.5. MOWING

3.4.5.1. Properly maintained grass and vegetation provide a pleasing appearance and proper ground cover for recreational areas are essential elements of a healthy community. More vitally, it presents less chance of defects and potential safety problems, including a reduction in possible injuries during recreational activities, as a result of improperly maintained turf.

3.4.5.2. All turf shall remain at a uniform height. Turf cutting is to be

accomplished free of scalping, rutting, bruising, uneven and rough cutting. Mowing cycles shall alternate cutting direction, at a minimum of monthly. Mowing equipment blades shall be sharpened, as often as necessary, to cut grass with a clean edge. Grass shall be mowed in a manner that it does not appear torn, ripped, shredded, or otherwise exhibits uneven rough cutting. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Project Manager, at no additional cost to the Village.

3.4.5.3. The standards for mowing are:

Contractor shall perform one (1) mowing cycle per week during the months of April, May, June, July, August, September, and October for all St. Augustine/Bahia turf areas. Contractor shall perform one (1) mowing cycle biweekly (every other week) during the months of November, December, January, February, and March for all St. Augustine/Bahia turf areas. Contractor shall perform one (1) mowing cycle per week during the entire calendar year for the Village Hall, Library and Veterans Park locations. Any additional cuts required to meet the Performance Standards shall be performed at no additional cost to the Village.

The heights established below will promote a healthy turf and will provide for a neat and professional appearance. All turf areas shall look well-manicured at all times. The ranges for the turf mowing height, which vary by season, are:

Winter Months (Nov. 1st to March 31st	Summer Months (April 1st to October 31st
St. Augustine/Bahia grass: 3" to 4"	St. Augustine/Bahia grass: 2½" to 3"

There shall never be visible rows or clumps of turf clippings allowed to remain on turf areas that have been cut. Grass clippings may be mulched to remove clumping or reduce visibility or the clippings must be removed from the site. No turf clippings or trimming shall be left in any of the flower beds, mulched areas, or paved areas. Sidewalks and other paved areas shall be swept or vacuumed free of any resulting dirt and debris.

Turf shall be free of bare ground, which is defined as any single area of five (5) square feet without full and healthy vegetation. Bare grass areas shall be restored and reseeded or re-sodded and soil conditions improved at no cost to the Village. All stones and rubbish that appear on the surfaces shall be removed. The areas shall be seeded after grading and sufficiently watered to promote growth. Areas damaged by disease, vehicular traffic, removal of vegetation, erosion or construction, shall be restored and reseeded as approved by the Project Manager to match the existing turf. The type of grass seed to be used is to be based upon the amount of shade and soil as analyzed by approved testing methods.

The Contractor shall perform soil and/or water testing and sampling at the Project Manager's request, which shall be conducted by a college or

university with a specialty in land management or a commercial laboratory; such tests are the responsibility of the Contractor.

3.4.6. BLOWING

3.4.6.1. Blowing shall be done with the regular mowing cycle. In addition the Contractor shall blow off leaves, debris, and dirt from key community sports areas and front entryways of all buildings. This includes maintaining the Anchorage tennis courts, playground turf, Osborne Park basketball and handball/racquetball courts, Lakeside Park basketball court, and the Community Center basketball courts, as well as ensuring that the entrances to all community buildings are clean and welcoming. This routine maintenance is essential for keeping these areas safe, clean, and ready for community use. One (1) additional time per week the contractor shall blow off the entrances to Village Hall, the Library, and the Anchorage Park building.

3.4.6.2 At the NPB Country Club the contractor shall blow off leaves, debris, and dirt from all club-parking lot areas including the main clubhouse, driving range, and tennis. All common areas, front entryways, and exits of all club buildings including clubhouse, driving range, pool, snack shack, tennis, restaurant, golf shop, and staging area. This includes maintaining the country club entrance from US1, underneath and around the large Banyan trees, all sidewalks and walkways leading to, from, and around the country club. Blow first and second-floor club terraces, outdoor patios, tennis entrances, and sidewalks, as well as ensure that the entrances to all club buildings are clean and welcoming. This routine maintenance is essential for keeping these areas safe, clean, and ready for community use.

3.4.7. PRUNING

3.4.7.1. The Contractor shall perform pruning as often as necessary to maintain a consistently uniform appearance on hedges, shrubs, trees, and ground cover. Shrubs shall be pruned to enhance their beauty and health and to maintain their natural growth characteristics, including height and shape. The Village shall establish plant material height and characteristics of various planting areas.

Pruning shall include, but not be limited to, the following:

- Dead, dying, or unsightly branching.
- Sprouts growing from or near the base of the plant.
- Nuisance growth that interferes with view, walks, lighting, or signage.
- Foliage shall be maintained at a minimum distance of 1 foot from walkways, sidewalk, pathways, and other pedestrian thoroughfares.
- Trees limbs shall be maintained at a minimum height of 8 feet above walkways, sidewalk, pathways, and other pedestrian thoroughfares.

3.4.7.2. Appropriate pruning tools (pruning clippers, loppers, and hand saws) shall be used and properly maintained with sharpened blades at all times. Machetes, breakage by hand, and climbing spikes shall not be permitted unless

pre-approved by the Village.

3.4.7.3. All hedges shall be sheared using commercial grade shearing equipment to maintain the desired height and width. Hedges shall be allowed to produce new foliage and flowers in between shearing operations.

3.4.7.4. All massed shrub beds shall be pruned as needed to maintain plants within their intended bounds, prune off old flowers, clean out old leaves, and create a naturalistic mass effect. Plants shall not be individually shaped.

3.4.7.5. All ground cover material shall be regularly pruned and cleaned as needed to remove any dead or damaged plant parts, including old leaves, flowers, and stems. Periodically, as needed, it may be necessary to thin or reduce the size of the plantings by removing sections of plants or clusters.

3.4.7.6. The Contractor shall be responsible for the pruning of specimen trees, palm trees, and hardwood trees to a height of 14 feet as measured from the ground level. Dead palm fronds shall be removed from the palm head and trunk of any palm species up to the defined height of 16 feet, including Washingtonian Palms. Hurricane cut shall not be permitted, unless directed by the Project Manager. Sharp and proper pruning tools shall be utilized to remove any portions of trees, including any growth suckers.

3.4.7.7. Contractor shall undertake the removal of vines from trees, ensuring careful and efficient extraction to protect the health and integrity of the trees. This task includes identifying and safely removing any invasive or harmful vines that may impede tree growth or cause damage.

3.4.7.8. All clippings and debris, including fallen palm fronds and nuts, fruits shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.4.8. RAKING

3.4.8.1. Contractor shall rake sand in the volleyball courts twice weekly to maintain their quality. This includes four courts at Anchorage and one court at the Community Center, ensuring they are level, clean, and safe for players.

3.4.8.2. At the NPB Country Club the contractor shall rake sand, leaves, and debris from the entrance area under the Banyan Trees, sloping hill below the pool, sloping hill off of front driving range, around range building, dumpster area, parking lots, common areas, and east side ditch off the tennis courts twice weekly. This includes removing debris and tennis balls to maintain the aesthetics and safety.

3.4.9. MULCHING

3.4.9.1. Contractor shall maintain at least three inches (3") of shredded cypress mulch, or approved equal, around all landscaping and flowerbeds, which shall extend two feet (2') from the base of the landscaping. Contractor shall

mulch three (3) times per year in the months of April, August and December (see alternate months for NPB Country Club) for the following:

- Tree rings and collars.
- Flowering beds and plant beds.
- Hedge lines.
- Median beds.

3.4.9.2. The annual replacement of mulch shall be completed in the months of April, August and December, and for the NPB Country Club in January, May and October and shall be compensated in accordance with the cost(s) established in the Contract. The Project Manager shall have the discretion to postpone or eliminate a replacement cycle(s).

3.4.10. WEED CONTROL

3.4.10.1. The Contractor shall perform weed control as often as necessary to prevent the encroachment of weeds into established turf and landscaping, including grass areas, around trees, shrubs, hedges, flowerbeds, sidewalks, fencing, paved areas, concrete areas, etc. Contractor may use herbicides to kill all weeds and foreign grasses in the performance of the work. Use and application shall be in strict compliance with the manufacturer's label directions and federal, state, and local regulations. Contractor shall only utilize herbicides registered by the EPA and the Florida Department of Agriculture and Consumer Service's Bureau of Pesticides. The use and application of any pesticides must comply with Chapter 487 of the Florida Statutes and Chapter 5E-2 of the Florida Administrative Code. Weed control shall be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, jogging path, curbs, parking lots, fences, in expansion joints, etc. At no time shall there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas, or fences. Under no circumstances shall any tree planted in a sodded area be weeded with a filament type trimmer.

3.4.10.2. All ditch lines shall be line trimmed and weeded to prevent tall weeds or grass from showing above ditch. The Contractor shall trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.

3.4.10.3. Landscaping, including all flower beds, shall receive weed control to eliminate unsightly and/or noxious weeds. All flowerbeds are to be maintained free of weeds and grass. Grass and weeds shall not be permitted to grow above the flowerbeds; and all flowers shall be kept trimmed from curbs, sidewalks, streets and/or parking areas. If herbicides are used for weed control, visibly dying or dead weeds, in mulched areas or flowerbeds, shall be removed no later than the next scheduled mowing cycle. Chemical application for the control of weeds shall not be permitted where sucker sprouts are present. All sucker growth must be removed, using proper pruning techniques, prior to the use of herbicides. All vines growing along or on fences shall be removed unless the Project Manager directs in writing that they are to remain in a specific area.

3.4.10.4. Applicators shall be licensed in accordance with State regulations

and shall follow all manufacturer label application rates, safety precautions and disposal directions.

3.4.10.5. Turf shall be free of the following, or similar, undesired vegetation alone or in combination and as further identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the University of Florida:

1. Annual, Purple, and Yellow Sedge
2. Broomsedge
3. Castor Bean
4. Cogon grass
5. Crowsfoot
6. Dogfennel
7. Goosegrass
8. Johnsongrass
9. Maiden Cane
10. Ragweed
11. Rhodes grass
12. Sandspur
13. Spanish Needle
14. Tropical Soda Apple
15. Vaseygrass
16. White Clover
17. Dollarweed

3.4.10.6. The Contractor shall be required to obtain the prior written approval of the Project Manager prior to the use of any herbicide(s). Any proposed changes in approved herbicide usage shall be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.

3.4.10.7. Contractor shall maintain records of all herbicide usage on a Contractor provided form. This form shall be filled out as weed control operations are performed, and all entries must be available for inspection and a copy of the form will be sent to the Project Manager as weed control operations are performed.

3.4.10.8. Herbicides or any other chemicals are strictly forbidden from being used in or around Osborne Park's community garden.

3.4.10.9. All debris shall be collected regularly and disposed of at authorized dumping or recycling sites.

3.4.11. FERTILIZATON

3.4.11.1. The Contractor shall perform an effective commercial fertilizer program in a manner that will maintain healthy turf, shrubs, trees, flowerbeds, and plants and present a clean, neat, and professional appearance. Fertilizer shall

be applied, at minimum, on the following schedule:

St. Augustine & Bahia grass	February, May, November
Groundcover, Shrubs, Ornamentals	February, May, November
Trees (Canopy and Palms)	February, May, November

3.4.11.2. Fertilizers shall be commercial grade and must be approved in advance by the Project Manager and shall be applied in accordance with the manufacturer's instructions. The type and amount of fertilizer applied shall be based on the desired performance work standard of maintaining turf, scrubs, and trees that are healthy, full formed, lush, and aesthetically pleasing.

3.4.11.3. Contractor shall notify the Project Manager one (1) week in advance, in writing, of fertilizing so that the Project Manager can make any necessary changes to Village operations or activities.

3.4.11.4. Contractor shall maintain records of all fertilizer usage on a Contractor provided form. This form shall be filled out as fertilizing operations are performed, and all entries must be available for inspection upon request from the Project Manager. A copy of the form will be submitted to the Project Manager no later than 5 days after fertilizing operations are performed.

3.4.11.5. Contractor shall apply the scheduled fertilizing in accordance with the table above. The Contractor shall be compensated in accordance with the prices established in the Contract, after the Project Manager accepts the fertilizing work. The Project Manager, in consultation with the Contractor, may postpone or cancel a scheduled application of fertilizer. The Village shall only pay the Contractor when the fertilizer is applied. The forms documenting the application shall be submitted with the Contractor's invoice for the same period.

3.4.11.6. Contractor may need to apply additional fertilization in some areas of the work during the year to control weed growth and/or promote the health of the turf, trees, and plants. Such application(s) of fertilizer shall be performed at no additional cost to the Village.

3.4.11.7. Fertilizer shall be delivered in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and federal laws. In lieu of containers, fertilizer may be furnished in bulk if accompanied by a certificate indicating the above information with each delivery.

3.4.11.8. All residual fertilizers remaining on any hardscape surfaces shall be removed immediately after the application process is completed to avoid staining.

3.4.12. IRRIGATION

3.4.12.1. The Contractor shall be responsible for the maintenance, repairs, and timing of irrigation systems at Osborne Park, Lakeside Park, Anchorage Park, the common areas of the Community Center (excluding the athletic field),

the medians along US1, Alternate A1A and Northlake Blvd, the NPB Country Club property excluding the golf course, driving range and tennis courts. This responsibility includes ensuring the systems operate effectively and scheduling irrigation to appropriately maintain each landscape.

3.4.12.2. All systems shall be inspected, via wet checks, by the contractor one (1) time per month to check for broken heads, lines, valves, timers, and water coverage patterns. Broken heads and lines, and water coverage adjustments shall be made by the contractor with approval by the Village. Additionally, any larger issues with the irrigation system shall be promptly reported to the Project Manager to determine the next steps for resolution.
If necessary, the contractor shall provide material pricing for any repairs for approval prior to proceeding, ensuring transparency and mutual agreement on costs before repair work commences.

3.4.12.3. The Contractor shall observe all work areas prior to mowing. Irrigation heads that remain in an extended position are the responsibility of the Contractor to reset. The Village shall be reimbursed for the purchase of materials and labor to maintain the irrigation system where the repair or replacement results from damage caused by the Contractor. The Contractor may undertake immediate repair of the damaged irrigation system, by a qualified technician.

3.4.13. PEST SCOUTING, DISEASE CONTROL, AND TREATMENT

3.4.13.1. The Contractor shall have the responsibility for the control of turf and plant insect and disease(s). The Contractor shall perform insect and disease control as often as necessary to prevent the establishment of insects and disease in established turf and landscaping, including grass areas, around trees, shrubs, hedges, and flower beds. All turf and plant material shall be maintained in a healthy and sustainable condition. Contractor shall only use those pesticides and disease control methods that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq., and any regulations issued thereunder. Due to the environmentally sensitive location and nature of the Village's parks and roadways, all pesticides and fungicides applications shall be performed so as to avoid impacts to surrounding mangroves, waterways, or aquatic life. All pesticide and fungicide applications shall be performed by duly licensed applicators in strict accordance with all federal, state and local regulations. Any treatment that may damage any portion of grounds shall be performed in accordance with federal and state regulations. Any pesticides shall be applied by Florida licensed and certified personnel.

3.4.13.2. Should the Contractor fail to report any disease(s) of pest infestation(s) that result in damage to the village areas under the responsibility of the Contractor, the Contractor shall replace or repair such damage, including but not limited to; re-sodding of areas, replacement of shrubs or bushes, etc.

3.4.13.3. The Contractor shall perform fire ant control as often as necessary to prevent the establishment of fire ant colonies in established turf and landscaping, including grass areas, around trees, shrubs, hedges, and flower beds.

3.4.13.4. For whitefly infestations, the contractor shall administer appropriate treatments to effectively manage and mitigate their presence.

3.4.13.7. To maintain a pest-free environment, the contractor shall conduct fleas and ticks control on a quarterly basis, ensuring regular and preventative care.

3.4.13.8. The Contractor assumes all liability for damage and/or injury resulting from accident of misuse of these products and/or equipment. The Village retains the right to prohibit the use of any herbicide or pesticide. The posting of any required notifications regarding re-entry periods, if required, is the responsibility of the Contractor.

3.4.13.9. The Contractor shall be required to obtain the prior written approval of the Project Manager prior to the use of any pesticide(s). Any proposed changes in approved pesticide usage shall be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.

3.4.13.10. Contractor shall maintain records of all pesticide usage on a Contractor provided form. This form shall be filled out as pest control operations are performed, and all entries must be available for inspection and a copy of the form will be sent to the Project Manager no later than 5 days after pest control operations are performed.

3.4.14. ON DEMAND AND ADDITIONAL SERVICES

3.4.14.1. The Contractor may be requested to perform additional services. Upon notification by the Project Manager, through the issuance of a work order, the Contractor shall perform special landscaping and maintenance required in areas covered under the Contract. Upon notification of the need for special landscaping and/or grounds maintenance, the Contractor shall respond to the Project Manager within twenty-four (24) hours to meet with the Project Manager and schedule the work.

Type of work shall include, but not be limited to, the following:

- Tree pruning/trimming outside of the specifications of the contract.
- Exotic plant, shrub, or tree removal.
- Tree or stump removal.
- Sod replacement.
- Holiday and Special Events (setup and cleanup).
- Miscellaneous jobs.

3.5. INSPECTION AND INVOICING.

3.5.1. INSPECTION.

3.5.1.2. The Village will inspect sites at the completion of each mowing cycle and notify the Contractor of conditions. If any are found to be non-compliant with the conditions and specifications outlined in this contract, formal written notice will be given.

3.5.1.3. The Village shall not be invoiced for any work expense related to non-compliant items found according to the conditions or specifications outlined in the contract. Work deemed incomplete will not be reimbursed by the Village and will be at the Contractor's expense. Trees, shrubs, plants, or sod damaged beyond repair due to Contractor's negligence, in the judgment of the Project Manager, will be replaced at the Contractor's expense. These replacements will be subject to a one (1) year full warranty.

3.5.2. INVOICING.

3.5.2.1. The Contractor shall submit a monthly invoice on the first business day each month, itemizing all maintenance items performed during the previous month.

The Contractor shall provide, at a minimum, the following with each monthly invoice:

- Monthly invoice for services performed in the preceding month with detailed description of services rendered.
- A schedule of all maintenance items to be performed the following month. The schedule shall include dates, times, and locations of the scheduled anticipated work in the forthcoming month.
- A schedule of herbicides, pesticides, fertilizers, or other horticultural chemicals applied during the invoiced period which includes identification of the chemical applied, weed/pest controlled, date of application, time, name of applicator, and method of application.

PROPOSAL FORM

Section One:

In accordance with the terms and conditions stated in the Request for Proposals (RFP) requesting all goods and services for Landscaping and Grounds Maintenance Services, the undersigned proposes the following to the Village of North Palm Beach:

Precision Landscape Company of Palm Beach County, Inc. (Proposer's legal name) certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum on an annual basis:

Eight hundred thirty-four thousand eight hundred sixty-seven
Written Dollar Amount

($ 834,867.00)

Leisure Services – Monthly Maintenance Services Costs		
Location	**Monthly Cost**	**Annual Cost**
Lakeside Park – 680 Lakeside Drive	$ 4880	$ 58,560
Library – 303 Anchorage Drive	$ 2630	$ 31,560
Osborne Park – 705 Prosperity Farms Rd	$ 3704	$ 44,448
Community Center – 1200 Prosperity Farms Rd	$ 5250	$ 63,000
Veterans Memorial Park – 303 Anchorage Drive (Excluding Bermuda grass)	$ 2250	$ 27,000
Anchorage Park – 603 Anchorage Drive	$ 7,200	$ 86,400
Subtotal	$ 25,914	$ 310,968

Leisure Services – Mulch Costs		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
Lakeside Park – 680 Lakeside Drive	$ 4410	$ 13,230

Library – 303 Anchorage Drive	$ 2,024	$ 6,072
Osborne Park – 705 Prosperity Farms Rd	$ 4,224	$ 12,672
Community Center – 1200 Prosperity Farms Rd	$ 5,350	$ 16,050
Veterans Memorial Park – 303 Anchorage Drive (Excluding Bermuda grass)	$ 1,575	$ 4,725
Anchorage Park – 603 Anchorage Drive	$ 5,775	$ 17,325
Subtotal	**$** 23,358	**$** 70,074

Leisure Services –Fertilizer Costs		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
Lakeside Park – 680 Lakeside Drive	$ 1,350	$ 4,050
Library – 303 Anchorage Drive	$ 750	$ 2,250
Osborne Park – 705 Prosperity Farms Rd	**$** 975	$ 2,925
Community Center – 1200 Prosperity Farms Rd	$ 1,450	$ 4,350
Veterans Memorial Park – 303 Anchorage Drive (Excluding Bermuda grass)	$ 650	$ 1,950
Anchorage Park – 603 Anchorage Drive	$ 1,600	$ 4,800
Subtotal	**$** 6,775	**$** 20,325

Country Club – Monthly Maintenance Services Cost		
Location	**Monthly Cost**	**Annual Cost**
North Palm Beach Country Club – 951 US Hwy 1	$ 6,850	$ 82,200
Subtotal	**$** 6,850	**$** 82,200

Country Club – Mulch Cost		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
North Palm Beach Country Club – 951 US Hwy 1	$ 6,300	$ 18,900
Subtotal	**$ 6,300**	**$ 18,900**

Country Club – Fertilizer Cost		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
North Palm Beach Country Club – 951 US Hwy 1	$ 2,550	$ 7,650
Subtotal	**$ 2,550**	**$ 7,650**

Public Works – List of Maintenance Areas		
Location	**Monthly Cost**	**Annual Cost**
Village Hall – 501 U.S. Hwy. 1	$ 2,100	$ 25,200
Public Safety – 560 U.S. Hwy. 1	$ 2,412	$ 28,944
Public Works Complex – 645 Prosperity Farms Road	$ 620	$ 7,440
Alternate A1A (1st and 2nd median north of Northlake Blvd.)	$ 490	$ 5,880
Northlake Blvd. (Medians - FEC Tracks to U.S. Hwy 1)	$ 1,885	$ 22,620
U.S. Highway 1 (Medians – Palmetto Road to Carolinda Drive)	$ 1,940	$ 23,280
Prosperity Farms Road (Medians – Fairhaven Dr to Burns Road)	$ 850	$ 10,200
Prosperity Farms Road (Right-of-Way – East & West back of sidewalk to curb, Same as above	$ 1,800	$ 21,600
Alamanda Drive (St. Claire school access from Alamanda Drive)	$ 230	$ 2,760
Alamanda Drive (West right-of-way between 1005 Alamanda Drive and end of road)	$ 275	$ 3,300

Corsair Drive (Edge of pavement to wall between Anchorage Drive and Ebbtide Drive)	$ 340	$ 4,080
Corsair Drive (Service alley Anchorage Drive to Ebbtide Drive) (Ebbtide drainage swale)	$ 250	$ 3,000
Dogwood Circle (Median – East of Westwind Drive)	$ 75	$ 900
Ebbtide Drive (Median – East of U.S. Hwy 1)	$ 75	$ 900
Golfview Road (Medians – U.S. Hwy 1 to McLaren Rd)	$ 560	$ 6,720
Lagoon Drive (Island in front of 721 Lagoon Drive)	$ 75	$ 900
Laurel Court (Island east of Laurel Road)	$ 75	$ 900
Lighthouse Bridge (East and West Bridge Right-of-Way)	$ 250	$ 3,000
Lighthouse Drive (Medians – U.S. Hwy. 1 to Lakeside Park)	$ 75	$ 900
Lighthouse Drive (Entry way signs south to pump station 50' off property line)	$ 450	$ 5,400
Par Court (Median – East of Overlook Drive)	$ 75	$ 900
Wabash Drive – (Right-of-Way from 2555 Wabash Drive to Prosperity Farms Rd.)	$ 75	$ 900
South Anchorage Drive (Median – East of U.S. Hwy. 1)	$ 75	$ 900
South Anchorage Drive (Median – West of U.S. Hwy. 1)	$ 75	$ 900
Yacht Club Drive (Median – East of U.S. Hwy. 1)	$ 80	$ 960
Monet Road (Right-of-Way south side of road)(Park at end of road)	$ 575	$ 6,900
Juniper Road Canal (Right-of-Way east side of canal only)	$ 1020	$ 12,240
Firetree Road Canal (Right-of-Way south side of canal only)	$ 980	$ 11,760
Fairhaven Place (Center island only)	$ 75	$ 900
Prosperity Farms Road (All locations combined)	$ 1100	$ 13,200
Subtotal	$ 18,957	$ 227,484

Public Works – Mulch Cost		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
Village Hall – 501 U.S. Hwy. 1	$ 3,307	$ 9,921
Public Safety – 560 U.S. Hwy. 1	$ 3,675	$ 11,025
Public Works Complex – 645 Prosperity Farms Road	$ 375	$ 1,125
Alternate A1A (1st and 2nd median north of Northlake Blvd.)	$ 390	$ 1,170
Northlake Blvd. (Medians - FEC Tracks to U.S. Hwy 1)	$ 1,790	$ 5,370
Northlake Blvd. (Right-of-Way – North & South side to include Magnolia Trees)	$ 450	$ 1,350
U.S. Highway 1 (Medians – Palmetto Road to Carolinda Drive)	$ 3,580	$ 10,740
Prosperity Farms Road (Medians – Fairhaven Dr to Burns Road)	$ 550	$ 1,650
Prosperity Farms Road (Right-of-Way – East & West back of sidewalk to curb, Same as above)	$ 3,550	$ 10,650
Alamanda Drive (West right-of-way between 1005 Alamanda Drive and end of road)	$ 600	$ 1,800
Corsair Drive (Edge of pavement to wall between Anchorage Drive and Ebbtide Drive)	$ 1,500	$ 4,500
Corsair Drive (Service alley Anchorage Drive to Ebbtide Drive) (Ebbtide drainage swale)	$ 600	$ 1,800
Dogwood Circle (Median – East of Westwind Drive)	$ 250	$ 750
Ebbtide Drive (Median – East of U.S. Hwy 1)	$ 150	$ 450
Golfview Road (Medians – U.S. Hwy 1 to McLaren Rd)	$ 1,890	$ 5,670
Lagoon Drive (Island in front of 721 Lagoon Drive)	$ 105	$ 450
Laurel Court (Island east of Laurel Road)	$ 210	$ 630
Lighthouse Bridge (East and West Bridge Right-of-Way)	$ 120	$ 360
Lighthouse Drive (Medians – U.S. Hwy. 1 to Lakeside Park)	$ 720	$ 2,160
Lighthouse Drive (Entry way signs only)	$ 105	$ 315
Par Court (Median – East of Overlook Drive)	$ 120	$ 360

Wabash Drive – (Right-of-Way from 2555 Wabash Drive to Prosperity Farms Rd.)	$ 150	$ 450
South Anchorage Drive (Median – East of U.S. Hwy. 1)	$ 300	$ 900
South Anchorage Drive (Median – West of U.S. Hwy. 1)	$ 300	$ 900
Yacht Club Drive (Median – East of U.S. Hwy. 1)	$ 250	$ 750
Subtotal	$ 25,037	$ 75,111

Public Works – Fertilizer Cost		
Location	**Cost Per Occurrence**	**Annual Cost (3x Occurrence)**
Village Hall – 501 U.S. Hwy. 1	$ 600	$ 1800
Public Safety – 560 U.S. Hwy. 1	$ 750	$ 2250
Public Works Complex – 645 Prosperity Farms Road	$ 95	$ 285
Alternate A1A (1st and 2nd median north of Northlake Blvd.)	$ 110	$ 330
Northlake Blvd. (Medians - FEC Tracks to U.S. Hwy 1)	$ 865	$ 2,595
U.S. Highway 1 (Medians – Palmetto Road to Carolinda Drive)	$ 1,100	$ 3,300
Prosperity Farms Road (Medians – Fairhaven Dr to Burns Road)	$ 450	$ 1,350
Prosperity Farms Road (Right-of-Way – East & West back of sidewalk to curb, Same as above	$ 850	$ 2,550
Alamanda Drive (West right-of-way between 1005 Alamanda Drive and end of road)	$ 75	$ 225
Corsair Drive (Edge of pavement to wall between Anchorage Drive and Ebbtide Drive)	$ 385	$ 1,155
Corsair Drive (Service alley Anchorage Drive to Ebbtide Drive) (Ebbtide drainage swale)	$ 400	$ 1,200
Dogwood Circle (Median – East of Westwind Drive)	$ 75	$ 225
Ebbtide Drive (Median – East of U.S. Hwy 1)	$ 75	$ 225
Golfview Road (Medians – U.S. Hwy 1 to McLaren Rd)	$ 605	$ 1,815
Laurel Court (Island east of Laurel Road)	$ 75	$ 225

Lighthouse Bridge (East and West Bridge Right-of-Way)	$ 135	$ 405
Lighthouse Drive (Medians – U.S. Hwy. 1 to Lakeside Park)	$ 120	$ 360
Lighthouse Drive (Entry way signs Only)	$ 75	$ 225
Par Court (Median – East of Overlook Drive)	$ 50	$ 150
Wabash Drive – (Right-of-Way from 2555 Wabash Drive to Prosperity Farms Rd.)	$ 50	$ 150
South Anchorage Drive (Median – East of U.S. Hwy. 1)	$ 90	$ 270
South Anchorage Drive (Medians – West of U.S. Hwy. 1)	$ 75	$ 225
Yacht Club Drive (Median – East of U.S. Hwy. 1)	$ 50	$ 150
Prosperity Farms Road (From 2509 Wabash Dr North to 2511 Pepperwood Cir – All locations combined)	$ 230	$ 690
Sub totals	$ 7,385	$ 22,155

TOTAL COSTS	
Location	**Annual Cost**
Leisure Services	
Subtotal Monthly Maintenance Services (Annual Cost)	$ 310,968
Subtotal Mulch Services (Annual Cost)	$ 70,074
Subtotal Fertilizer Services (Annual Cost)	$ 20,325
Subtotal Leisure Services	**$** 401,367
Country Club	
Subtotal Monthly Maintenance Services (Annual Cost)	$ 82,200
Subtotal Mulch Services (Annual Cost)	$ 18,900
Subtotal Fertilizer Services (Annual Cost)	$ 7,650

Subtotal Country Club	**$** 108,750
Facilities and Rights of Way	
Subtotal Monthly Maintenance Services (Annual Cost)	$ 227,484
Subtotal Mulch Services (Annual Cost)	$ 75,111
Subtotal Fertilizer Services (Annual Cost)	$ 22,155
Subtotal Facilities and Rights of Way	**$** 324,750
TOTAL VILLAGE ANNUAL COSTS	834,867.00

Section Two:

In recognition that the Village may seek to add new areas or subtract existing areas from the services performed pursuant to this proposal, the Village is also seeking unit prices for such services. In adding or subtracting landscape maintenance areas, the Proposer agrees to the following unit prices:

SECTION 3.4.: SCOPE OF WORK – MOWING

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.2.; 3.4.3.; 3.4.4.; 3.4.5.; 3.4.6.; 3.4.7.; 3.4.8.	Mowing St. Augustine/Bahia grass (includes all listed items below) A. Litter/Debris Removal B. Edging C. Trimming D. Shrub Pruning E. Mowing F. Blowing G. Raking	/Sq. Ft.	$ .21
3.4.3.; 3.4.6.	Mowing and Edging Only – St. Augustine/Bahia	/Sq. Ft.	$ .12

SECTION 3.4.: SCOPE OF WORK – WEED CONTROL

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.10.	Weed Control (Sod)	/Sq. Ft.	$ .05

SECTION 3.4.: SCOPE OF WORK – MULCH

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.9.	Mulch (Cypress shredded or equivalent)	/Cubic. Yd.	$ 31.

SECTION 3.4.: SCOPE OF WORK – FERTILIZATION

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST

3.4.11.	Fertilization - St. Augustine/Bahia Grass	/1,000 Sq. Ft.	$ .05
3.4.11.	Fertilization - Ground Cover, Shrubs, Ornamentals	/1,000 Sq. Ft.	$ .05
3.4.11.	Fertilization - Trees (Canopy and Palms)	/Each	$ 5.00-10.00
3.4.11.	Fertilization - Canals – Banks and Rights-of-Way	/1,000 Sq. Ft.	$ .05

SECTION 3.4.: SCOPE OF WORK – PESTICIDES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.13.	Turfgrass Areas	/Sq. Ft.	$ .05
3.4.13.	Fire Ant Control	/Sq. Ft.	$ .05
3.4.13.	Whitefly Treatment	/Linear Ft.	$ 1.50
3.4.13.	Fleas/Ticks (Dog Parks)	/Sq. Ft.	$ 1.00

SECTION 3.4.: SCOPE OF WORK – IRRIGATION

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.12.	Irrigation Repair	/Linear Ft.	$ 30.00
3.4.12.	Irrigation Installation	/Linear Ft.	$ 30.00
3.4.12.	Irrigation (After hours emergency service hourly rate)	/Hourly	$ 95.00
	PROVIDE LIST OF ALL IRRIGATION MATERIALS WITH PRICING	Per Each Material Listed	

SECTION 3.4.: SCOPE OF WORK – ADDITIONAL SERVICES

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.14.	Supervisor	/Hour	$ 35.00
3.4.14.	Laborer	/Hour	$ 20.00
3.4.14.	Crew (Supervisor/3 Laborers)	/Hour	$ 95.00
3.4.14.	Irrigation Specialist	/Hour	$ 60.00
3.4.14.	Arborist	/Hour	$ 175.00
3.4.14.	Equipment – Chainsaw	/Hour	$ 20.00
3.4.14.	Equipment - Chipper	/Hour	$ 55.00
3.4.14.	Equipment – Dump Truck	/Hour	$ 50.00
3.4.14.	Equipment – Pick-up Truck	/Hour	$ 35.00
3.4.14.	Equipment – Aerial Lift (Any Type) with Operator	/Hour	$ 65.00
3.4.14.	Equipment – Front End Loader with Operator	/Hour	$ 95.00
3.4.14.	Equipment – Crane with Operator	/Hour	$ 145.00
3.4.14.	Removal of Exotic Species All Types; rate per Crew Hour	/Hour	$ 125.00
3.4.14.	Disposal of Vegetation Debris to Landfill	/Cubic Yd.	$ 55.00
3.4.14.	Disposal of Mulch Debris to Landfill	/Cubic Yd.	$ 55.00
3.4.14.	Sod Removal and Disposal	/Cubic Yd.	$ 65.00

SECTION 3.4.: SCOPE OF WORK – ADDITIONAL SERVICES CONT.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	TOTAL COST
3.4.14.	Sod Replacement Saint Augustine (Any, all types)	/Sq. Ft	$ .65
3.4.14.	Sod Replacement Bahia (Any, all types)	/Sq. Ft	$ .45
3.4.14.	Stump and Root Removal	Small	$ 125.00
3.4.14.	Stump and Root Removal	Medium	$ 165.00
3.4.14.	Stump and Root Removal	Large	$ 225.00
3.4.14.	Routine & Scheduled TREE TRIMMING of ALL TYPES OF TREES (any height); rate per CREW HOUR	/Hour	$ 135.00
3.4.14.	Routine & Scheduled TREE PRUNING of ALL TYPES OF TREES (any height); rate per CREW HOUR	/Hour	$ 135.00
3.4.14.	Routine & Scheduled TREE REMOVAL of ALL TYPES OF TREES (any height); rate per CREW HOUR	/Hour	$ 135.00
3.4.14.	Routine & Scheduled STUMP GRINDING of ALL TYPES OF STUMPS (any size); rate per CREW HOUR	/Hour	$ 98.00
3.4.14.	Hazardous Condition Tree Removal Rate; rate per CREW HOUR	/Hour	$ 165.00
3.4.14.	EMERGENCY Response Rate for Tree Trimming (any height) OR Tree Removal; two (2) hour response time in accordance with Scope of Work; rate per CREW HOUR	/Hour	$ 225.00
3.4.14.	MOT	/Hour	$ 30.00
3.4.14.	Termite Control	Per Incident	$ 75.00
3.4.14.	Bee/Wasp Control	Per Incident	$ 65.00

PROPOSER'S ACKNOWLEDGMENT AND PROPOSAL FORM

Request for Proposals for Landscaping and Grounds Maintenance Services

Proposer's Name: Precision Landscape Company of Palm Beach County, Inc.
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: FEIN 650604201

Address: 9450 Old Dixie Highway, North Palm Beach, FL 33403

Telephone: 561-881-8866 Fax Number: N/A

Contact representative: Rick Giordano

E-mail: rick@precisionlandscapeco.com

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFP, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will enter into the standard Village contract to provide the services as stated in this proposal and in accordance with the terms and conditions of this RFP and as indicated in this Proposal Form.

Authorized Representative's Signature — Date: 8/7/24

Vincenzo Giordano — Name:

President — Position:

DRUG FREE WORKPLACE

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

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

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

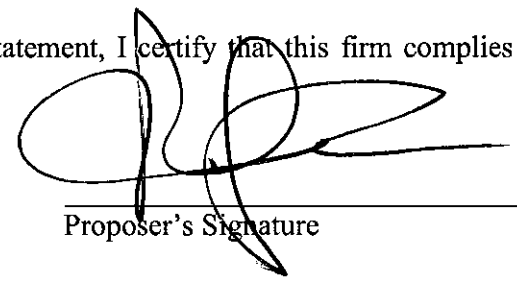
3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal a copy of the statement specified in subsection (1).

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

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

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

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



Proposer's Signature

PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

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

by VINCENZO GIORDANO PRESIDENT
(print individual's name and title)

for Precision Landscape Co. of P.B. County INC
(print name of entity submitting sworn statement)

whose business address is 9450 Old Dixie Highway, North Palm Beach, FL 33403

and (if applicable) its Federal Employer Identification Number (FEIN) is: 650604201

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

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

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

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

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

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

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

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

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

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

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

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

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

_____
(Signature)

The foregoing document was sworn and subscribed before me this __7__ day of August, 2024 by Vincenzo Giordano who is personally known to me or produced _____ as identification.

Cheryl A Miller
Notary Public
My Commission Expires:

Notary Public State of Florida
Cheryl Ann Miller
My Commission HH 407863
Expires 8/7/2027

SCRUTINIZED VENDOR CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by Vincenzo Giordano Pres.
(print individual's name and title)

for Precision Landscape Co. of P.B. County Inc.
(print name of entity submitting sworn statement)

whose business address is 9450 Old Dixie Highway, North Palm Beach, FL 33403

and (if applicable) its Federal Employer Identification Number (FEIN) is: 650604201

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

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

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

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

_____

(Signature)

The foregoing document was sworn and subscribed before me this 7 day of August, 2024 by Vincenzo Giordano, who is personally known to me or produced _____ as identification.

_____

Notary Public

My Commission Expires: 6/7/27

Notary Public State of Florida
Cheryl Ann Miller
My Commission HH 407863
Expires 6/7/2027

CONTRACT

This Contract is made as of the_____day of_____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and Precision Landscape Co. of Palm Beach County, Inc., an individual or corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

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

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work is for **Landscaping and Ground Maintenance Services** in accordance with the Request for Proposals issued by the Village, and VENDOR's Proposal submitted in response to the Request for Proposals, which are incorporated herein by reference. VENDOR shall perform the Work 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.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall become effective October 1, 2024 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7. This Contract shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

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

SECTION 3: VILLAGE'S REPRESENTATIVE.

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

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the VENDOR for providing **Landscaping and Grounds Maintenance Services** and for which Purchase Orders are issued in accordance with VENDOR's Proposal, which is attached hereto and incorporated herein by reference.

B. In order for both parties herein to close their books and records, VENDOR will clearly state "final invoice" on the VENDOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the

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

SECTION 5: INDEMNIFICATION.

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

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

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

SECTION 6: PERSONNEL.

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

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

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

SECTION 7: TERMINATION.

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

A. Stop work on the date and to the extent specified;

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

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

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

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

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

SECTION 10: SUCCESSORS AND ASSIGNS.

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

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

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

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

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

SECTION 13: ACCESS AND AUDITS.

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

SECTION 14: NONDISCRIMINATION.

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

SECTION 15: ENFORCEMENT COSTS.

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

SECTION 16: SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the

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

SECTION 17: MODIFICATIONS OF WORK.

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

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

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

SECTION 18: PUBLIC ENTITY CRIMES.

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

SECTION 19: PROTECTION OF WORK AND PROPERTY.

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

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

SECTION 20: WARRANTY/GUARANTY.

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

SECTION 21: COMPLIANCE WITH LAWS.

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

SECTION 22: NOTICE.

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

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

and if sent to the VENDOR shall be mailed to:

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

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

SECTION 24: WAIVER.

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

SECTION 25: PREPARATION.

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

SECTION 26: SURVIVABILITY.

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

SECTION 27: WAIVER OF SUBROGATION.

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

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

SECTION 28: INSPECTOR GENERAL.

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

SECTION 29: INVOICING AND PAYMENT:

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

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

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

B. All invoices submitted shall consist of an "original" invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to identify the good(s) and/or service(s) for which payment is requested; include and be clearly marked as "partial," "complete" or "final invoice."

C. The invoice shall contain the Proposer's Federal Employer Identification Number.

D. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida's Prompt Payment Act (for non-construction).

SECTION 30: ADDITIONAL SERVICES;

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

SECTION 31: PUBLIC RECORDS.

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

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

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

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the VENDOR does not transfer the records to the VILLAGE.

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

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift or other consideration contingent upon, or resulting from, aware or making of the Contract. For

the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

SECTION 33. E-VERIFY.

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

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;

B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;

D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;

F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not VENDOR, shall be grounds for the VILLAGE to order VENDOR immediately terminate the contract with the subcontractor; and

G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statues, VENDOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

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

VENDOR

By: Vincenzo Giordano

Print Name: VINCENZO GIORDANO

Position: President

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 VILLAGE OF NORTH PALM BEACH
LANDSCAPING AND GROUNDS MAINTENANCE SERVICES
2024 PROPOSAL

PRECISION LANDSCAPE CO. OF PALM BEACH COUNTY, INC.
9450 OLD DIXIE HIGHWAY, NORTH PALM BEACH, FL 33403

GENERAL CONTACT INFORMATION
OFFICE: 561-881-8866
EMAIL:WO@PRECISIONLANDSCAPECO.COM
WWW.PRECISIONLANDSCAPECO.COM

MAIN CONTACT INFORMATION:
RICK GIORDANO 561-718-8682
EMAIL: RICK@PRECISIONLANDSCAPECO.COM

Precision Landscape Co. of Palm Beach County, Inc.

9450 Old Dixie Highway
North Palm Beach, FL 33403

August 7, 2024

Dear: Village of North Palm Beach,

Precision Landscape Co. Inc. has been servicing areas of the Palm Beaches for over 20 years. We are locally owned and take pride in maintaining our community. We thank you for allowing us to be a part of the 2024 bidding process.

As you know, our mission is to exceed your expectations and go beyond the contractual requirements. Partnering with the City for the past ten years has given us a thorough understanding of your expectations from our firm, as we are highly committed to creating aesthetically pleasing landscape for everyone to visually enjoy.

Precision will strive to make the Village of North Palm Beach look its absolute best as we continue to provide you with honesty, integrity and hard work.

We strive in cultivating long lasting relationships with our clients, and are hopeful in continuing our partnership with the Village of North Palm Beach in 2024.

Sincerely,
Precision Landscape Co. Palm Beach County Inc.

Precision Landscape Co. of Palm Beach County, Inc.
9450 Old Dixie Highway
North Palm Beach, FL 33403

August 7, 2024

The Village of North Palm Beach: Project Approach

As of 2014, Precision Landscape Co. proudly serves the Village of North Palm Beach. We maintain the medians, recreational sites, municipal properties, road ways and more. In addition to; enhancing many areas in the Village of North Palm Beach with new landscaping such as trees, shrubbery and plantings and many special projects.

We understand that effective communication is a key component of superior management. That is why it is imperative for Precision team to meet with the Village of North Palm Beach Parks Superintendent, General Manager, Field Operations and or others, prior to the contractual start date to ensure all goals and objectives are met.

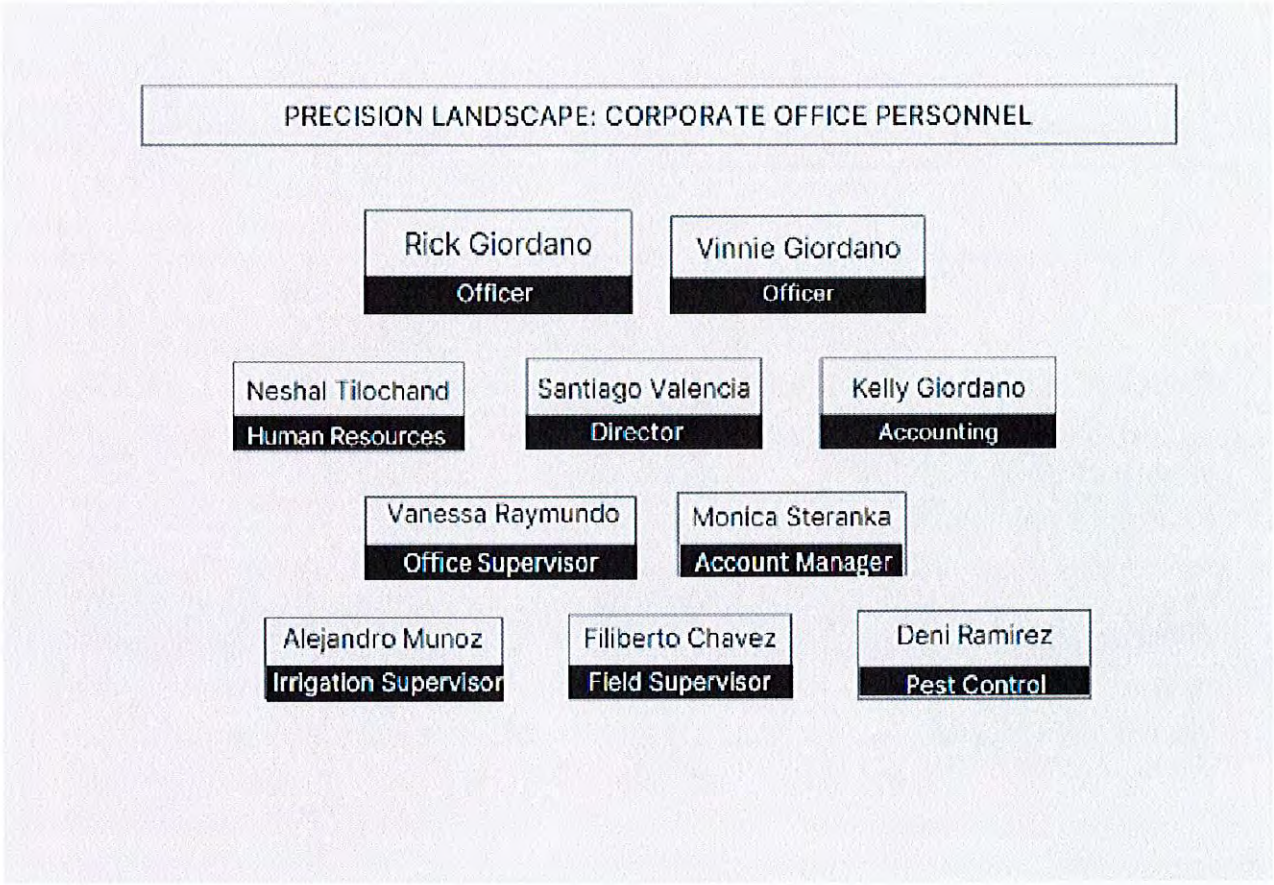
Regarding lawn and ornamental service; we take a very aggressive approach on being proactive. Staff are highly trained and certified to focus on all aspects of plant health. Precisions lawn maintenance division (mowing), use efficient operating lawn maintenance equipment. Operating the machines are trained landscape technicians employed by Precision for many years, the same goes for our tree trimming and irrigation division.

Our leadership team entails; 12 supervisors, Field Management, Director of Operations, Human Resources Management and Officers. All departments are staffed with experienced professionals and are fully equipped to proceed with the new contract year.

We understand the expectations in place by the Village of North Palm Beach and members of the community. This makes the transitioning stage straightforward with no challenges. For further explanation or other additional information please do not hesitate to contact Rick Giordano.

Sincerely,

Rick Giordano
Certified Arborist
Precision Landscaping Co.
Rick@precisionlandscapeco.com
Office: 561-881-8866
Cell: 561-718-8682


PRECISION LANDSCAPE: CORPORATE OFFICE PERSONNEL
Rick Giordano
Officer
Vinnie Giordano
Officer
Neshal Tilochand
Human Resources
Santiago Valencia
Director
Kelly Giordano
Accounting
Vanessa Raymundo
Office Supervisor
Monica Steranka
Account Manager
Alejandro Munoz
Irrigation Supervisor
Filiberto Chavez
Field Supervisor
Deni Ramirez
Pest Control

PRECISION LANDSCAPE LEADERSHIP TEAM OVERVIEW

Rick Giordano, Officer
With over 35 years of leadership experience, Rick Giordano has been spearheading Precision Landscape leadership team since 2010. Rick is also an ISA Certified Arborist; he is highly knowledgeable in all areas of landscaping and is passionate about his work. He thrives to instill the same values and beliefs onto all levels of his staff to ensure commonality of company goals and objectives are met, and or exceeded. Rick also provides an array of free consultation to potential/current clients.

Vinnie Giordano, Officer
As of 2006, Vinnie has been paving the way with his extensive knowledge in paver brick, irrigation and electrical for Precision Landscape. He is a large contributor towards Precision leadership team. His direct role is to oversee departments, including but not limited to; installation, irrigation, lighting, account management and plant installation. Vinnie is licensed in; Paver Brick, Irrigation and he is a also a Certified Operator in Lawn & Ornamental.

Santiago Valencia, Assistant Director of Operations
Mr. Valencia recently joined Precision Landscape leadership team as the Assistant Director of Operations. With his proven skills and experience as a director, we are confident his work will exceed Precision expectations. He has extensive knowledge in landscaping, pest control, trees and in operations management. Duties entail overseeing all aspects of Precision day to day, to ensure that we are providing our clients with quality products-services and meeting objectives in a timely manner.

Neshal Tilochand, Human Resources
Neshal joined Precision in 2018 and has 20 years of corporate business management experience. He is involved in the professional development of team members, training, onboarding and mentoring. In addition to executing policies, safety programs, account management, payroll, accounts receivables, marketing and more.

Kelly Giordano, Accounting
Kelly heads Precision accounting department and has been exemplifying her corporate accounting abilities for Precision Landscape since 2010. Kelly leads the accounting team members by ensuring financial data is accurate.

Vanessa Raymundo, Office Supervisor
Ms. Raymundo has been a member of team Precision since 2022. Joining Precision with ten plus years of customer service experience. Vanessa day to day objectives is for her and her team to provide office support to field staff, oversee ordering of job materials, create estimates for clients, make sure work orders and jobs are completed timely and customer satisfaction/standards are exceeded.

Monica Steranka, Account Manager
Monica Steranka, Account Manager for Precision Landscape as of 2020. Primary focus, ensure contractual requirements are being met/exceeded, provide mentoring, oversee field crew and crew supervisor, monitor crew schedules, meet with client representatives per their request and as needed. Other, provide clients with landscape proposal, provide exceptional field customer service support and mentoring. Monica professional experience entails ten years office management prior to joining Precision.

Alejando Munoz, Irrigation Supervisor
Overseeing Precision Irrigation Department for five plus years, Alejandro overall twenty plus years in the irrigation world is an added value to our firm. Alejandro oversees Precision irrigation department, implementing training, policies and procedures and mentoring.

Filiberto Chavez, Field Supervisor
Filiberto Chavez, Field Supervisor for Precision for over ten plus years. Duties include, directly supervising crew members, monitoring crew schedules and provide exceptional field customer service support and mentoring. Filiberto experience in the landscape industry extends more than twenty years. He is Precision go to Field Supervisor.

Deni Ramirez, Pest Control
Deni recently joined Precision Pest Control department. He has a wealth of knowledge in plant health, treating vegetation for deficiencies, fertilizing and IPM.

PREICSION LANDSCAPE CO. OF PALM BEACH COUNTY, INC.
FACILITY/EQUIPMENT LIST

FACILITIES:
Corporate Office:
9450 OLD DIXIE HIGHWAY, NORTH PALM BEACH, FL 33403

Mechanic Shop/Fleet Lot
9555 OLD DIXIE HIGHWAY, NORTH PALM BEACH, FL 34403

EQUIPMENT LIST:
ISUZU/MISC DUMP TRUCK – QTY 33
NISSAN TRUCK – QTY 7
CHEVY COLORADO TRUCK – QTY 3
TOYOTA TRUCK – QTY 1
CHEVY 4500 TRUCK – QTY 2
FORD BUCKET TRUCK – QTY 4
INTERNATIONAL TRUCK – QTY 1
SPRAY TRUCK – QTY 3
TRAILERS MISC. SIZE – QTY 18
SCAG MOWERS MISC. SIZE – QTY 38
WEED WACKER – QTY 72
EDGER – QTY 78
CHAINSAW MISC. SIZE – QTY 18
BLOWER – QTY 62
SPRAY PACK – QTY 33
CHIPPERS – QTY 4
GENIE LIFT – QTY 1
NIFTY LIFT – QTY 1
BILLY GOAT BLOWER – QTY 2
KUBOTA FRONT LOADER – QTY 2
KUBOTA STAND ON COMPACT LOADER QTY-1
SKID STEERS – QTY 3
MINI EXCAVATOR – QTY 1

LICENSE & CERTIFICATIONS

Arborist – Certification Number FL-6493A
Irrigation – License Number U-21609
Paver Brick – License Number U-22094
Lawn & Maintenance – LBTR 201100336
Paver Brick – LBTR 2016092833
Irrigation – LBTR 2016092832
Lawn & Ornamental – License Number JB192822
E-Verify Company ID Number – 2197379

CLIENT REFERENCES

City Of Palm Beach Gardens
Contact: Daniel Widdick, Operations Manager: Streets and Stormwater
Phone Number: (561) 804-7044
Email: dwiddick@pbgfl.com
Service Includes: Landscape Services, Installations, Tree Trimming

Ibis Golf and Country Club
Contracted with 21 Communities
Tradition Cove HOA
Contact Name: Bob Gardner, President
Phone Number: 201-280-6642
Email: rgardner1220@yahoo.com
Service Includes: Mowing, Trimming, Fertilization, Mulching, Annual Flowers, Irrigation, Pest Control, Tree Trimming, Plant Design and Installation.

City of Port Saint Lucie
Contact Name: Sara Brown, Project Coordinator
Phone Number: (772) 344-4210
Email: sarab@cityofpsl.com
Service Includes: Tree Removal and Land Clearing

WORKLOAD

VALENCIA CAY HOA
11251 SW WINDING RIDGE RD.
PORT ST. LUCIE, FL 34987
LANDSCAPE MAINTENANCE, TREE TRIMMING&REMOVAL/INSTALLATION/IRRIGATION/PEST/FERT
$4,140,000.00
2024-2028

PGA National (EAGLETON POINTE)
11360 N. JOG ROAD
PALM BEACH GARDENS, FL 33418
LANDSCAPE MAINTENANCE, /INSTALLATION/DESIGN/IRRIGATION/PEST/FERT
$935,000.00
2024-2028

EASTPOINTE (BRIARWOOD)
4440 PGA BLVD
PALM BEACH GARDENS, FL 33410
LANDSCAPE MAINTENANCE, TREE REMOVAL/INSTALLATION/IRRIGATION
$387,000.00
2024-2028

CITY OF PALM BEACH GARDENS
10500 NORTH MILITARY TRAIL
PALM BEACH GARDENS, FL 33410
IRRIGATION/TREE/SHRUBS/ORNAMENTALS/TURF/MULCH/GENERAL
$10,000,000.00
2022-2027

OTHER: ADDENDUMS

We are in receipt of addendum 1, addendum 2 and addendum 3.

Village of North Palm Beach
Public Works Department
"The Best Place to Live Under the Sun"

RFP Landscaping and Grounds Maintenance Services

Addendum

No. 1

July 31, 2024

SUBMITTAL DUE DATE CHANGE: 10:30 AM, Local Time, August 7, 2024

Please note the due date has now changed.

Village of North Palm Beach
Public Works Department
"The Best Place to Live Under the Sun"

RFP Landscaping and Grounds Maintenance Services

Addendum

No. 2

July 31, 2024

SUBMITTAL DUE DATE CHANGE: 10:30 AM, Local Time, August 7, 2024

Submitted Questions:

Question: On Alamanda Dr- Is the hedge included in maintenance?
***Answer*: NO**

***Question*:** On Lighthouse Drive at the bridge- do we maintain the sea grapes and keep the walking path cleared?
Answer: **YES** to both parts of the question

Question: Do we avoid spraying the small patch of turf since it's so close to the water?
Answer: **YES**

Question: Where are we able to park when working near Lighthouse Bridge?
***Answer*: West of the Bridge on the North side in the swale**

***Question*:** Firetree / Juniper Canals- are there any irrigation zones? Is a turf application program expected here?
***Answer*:** **NO Standard fertilization of area**

***Question*:** Monet Rd- Are we cutting back the hedge here?
***Answer*: YES**

Question: Can we park along this Rd or just at the end near HMY?
Answer: **Park anywhere as long as it's on the canal side of the road**

Question: We maintain the very end or does HMY have their own landscaper?
***Answer*:** **YES we Maintain that area**

Question: Are we line trimming around the boats at Anchorage? Or not due to liability?
Answer: **Yes, the storage areas are trimmed every other week**

Question: Golf course- my measurement is 150K sqft off. On hole #1, is that all golf course maintenance down to the draw bridge or are we handling everything inside and outside of the sidewalk? See attached for what I am accounting for in terms of landscape maintenance. Is the driving range included? Trying to figure out what I am missing here.
Answer: **Basically it's everything except the golf course, driving range, and putting green area. Anything east of course cart path around clubhouse & pool, and all of tennis from Parker bridge down to end of driving range along US1 sidewalk. This includes both sides of the back road to and around employee parking lot.**

Village of North Palm Beach
Public Works Department
"The Best Place to Live Under the Sun"

RFP Landscaping and Grounds Maintenance Services

Addendum

No. 3

August 1, 2024

SUBMITTAL DUE DATE CHANGE: 10:30 AM, Local Time, August 7, 2024

Number of irrigation zones and per location. See page 2

ZONES

ALT A1A	11
Northlake Blvd	53
US Highway 1	70
Golfview Rd.	10
Evergreen & Allamanda Dr.	4
Laurel Ct.	1
Lighthouse Dr. west shipwheels	2
Dogwood Cir.	1
Community Center	11
Wabash Dr.	1
Osborne Park	16
Prosperity Farms Rd.	8
South Anchorage Dr. west of Us-1	2
Corsair Dr.	12
560 Public Safety	11
Ebbtide Dr. East of US-1	2
3 Islands East of US-1 on Lighthouse Dr.	8
Lakeside Park	18
Yacht Club Dr. & US-1	2
501 Village Hall	8
303 NPB Library/Veterans Park	2
2 Islands west of US-1 on Anchorage	2
Anchorage Park	76
Par Ct.	1
645 Public works	3
Lighthouse Bridge	3
Country Club	7
	345

Parks STREETS Country Club

PRECLAN-02 KKENNEDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/14/2024

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
CAL Risk Management
23 Eganfuskee Street
Suite 102
Jupiter, FL 33477

CONTACT NAME: Diane Traynor
PHONE (A/C, No, Ext): (561) 776-9001 FAX (A/C, No): (561) 427-6730
E-MAIL ADDRESS: Dtraynor@callic.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Bridgefield Casualty Ins Co	10335
INSURER D : Aspen American Insurance Company	43460
INSURER E :	
INSURER F :	

INSURED
Precision Landscape Co. of Palm Beach County, Inc.
9450 Old Dixie Highway
North Palm Beach, FL 33403

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			72995011	12/19/2023	12/19/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			5099501101	12/19/2023	12/19/2024	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$	
	DED / RETENTION $							$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		19652159	12/19/2023	12/19/2024	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Equipment Floater			IMZ342623	12/19/2023	12/19/2024	Rented/Leased Equip.		50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured for general liability per 55373, and Auto liability when required by written contract. General Liability and Auto Liability are primary and non-contributory when required by written contract. Waiver of subrogation applies in favor of the certificate holder for general liability, auto liability and workers compensation when required by written contract. Cancellation 30-days' notice of cancellation applies except 10-days for non-payment of premium per policy terms and conditions.

CERTIFICATE HOLDER

Village of North Palm Beach
501 US Highway One
North Palm Beach, FL 33408

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
9450 OLD DIXIE HWY Ste 2
NORTH PALM BEACH, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LAWN MAINTENANCE	PRECISION LANDSCAPE CO OF PALM BEACH COUNTY INC		B23.678723 08/02/2023	$66.00	B40127059

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

PRECISION LANDSCAPE CO OF PALM BEACH COUNTY INC
PRECISION LANDSCAPE CO OF PALM BEACH COUNTY INC
9450 OLD DIXIE HWY STE 2
LAKE PARK FL 33403-1216

2 - 674

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201100336
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
9450 OLD DIXIE HWY Ste 2
NORTH PALM BEACH, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
PAVER BRICK/PAVER SYSTEMS	GIORDANO VINCENZO	U22094	B23.678950 08/02/2023	$27.50	B40149244

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

PRECISION LANDSCAPE CO OF PALM BEACH COUNTY INC
PRECISION LANDSCAPE CO OF PALM BEACH COUNTY INC
9450 OLD DIXIE HWY STE 2
NORTH PALM BEACH FL 33403

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2016092833
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
9450 OLD DIXIE HWY Ste 2
NORTH PALM BEACH, FL 33403

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
IRRIGATION SPRINKLER CONTRACTOR	GIORDANO VINCENZO	U21609	B23.678949 08/02/2023	$27.50	B40149245

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

PRECISION LANDSCAPE CO OF PALM BEACH COUNTY INC
PRECISION LANDSCAPE CO OF PALM BEACH COUNTY INC
9450 OLD DIXIE HWY STE 2
NORTH PALM BEACH FL 33403

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2016092832
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

The International Society of Arboriculture

Hereby Announces That

Rick Giordano

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

15 December 2012	31 December 2024	FL-6493A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

Gerry Kelly, Chair

Construction Industry Licensing Board
of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-21609	IRRIGATION SPRINKLER CONTRACTOR

Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.



NAME : VINCENZO GIORDANO

FIRM : PRECISION LANDSCAPE CO OF PALM BEACH COUNTY IN(

DBA :

9450 OLD DIXIE HWY

LAKE PARK, FL 33403

Issued : 08/03/2023

Expiration date: 09/30/2025

Print Date: 8/4/2023 6:34:34AM

Gerry Kelly, Chair

Construction Industry Licensing Board
of Palm Beach County

Oscar Alvarez, Director

License Number	Type of Competency Certification
U-22094	PAVER BRICK/INTERLOCKING BRICK CONTRACTOR

Named below is a Certified Contractor as outlined in the Standards to perform under the provisions of Special Act Chapter 67-1876, Laws of Florida as amended and as mandated by State Statute.



NAME : VINCENZO GIORDANO

FIRM : PRECISION LANDSCAPE CO OF PALM BEACH COUNTY IN(

DBA :

9450 OLD DIXIE HWY

LAKE PARK, FL 33403

Issued : 08/03/2023

Expiration date: 09/30/2025

Print Date: 8/4/2023 6:35:53AM

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
February 27, 2024	JB192822	February 28, 2025

THE **PEST CONTROL COMPANY FIRM** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **February 28, 2025**

AT

9450 OLD DIXIE HIGHWAY
NORTH PALM BEACH, FL 33403

PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY INC
9450 OLD DIXIE HIGHWAY
NORTH PALM BEACH, FL 33403

General Household Pest and Rodent Control
Lawn and Ornamental

WILTON SIMPSON, COMMISSIONER

cut here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY INC
9450 OLD DIXIE HIGHWAY
PEST CONTROL COMPANY FIRM

JB192822

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **February 28, 2025**

Signature

~~COMMISSIONER~~

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
February 27, 2024	JE85963	February 28, 2025

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **February 28, 2025**

AT

PRECISION LANDSCAPE COMPANY OF PALM BE
NORTH PALM BEACH, FL 33403

Regular

AARON DEROUEN
PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY INC
9450 OLD DIXIE HIGHWAY
NORTH PALM BEACH, FL 33403

WILTON SIMPSON, COMMISSIONER

cut here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

AARON DEROUEN
PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY INC
ID CARD HOLDER

JE85963

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **February 28, 2025**

Signature

~~COMMISSIONER~~

~~ATTACH PHOTO ON REVERSE~~

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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: September 12, 2024

SUBJECT: **RESOLUTION – Acceptance and Contract Execution for APTIM Environmental & Infrastructure, LLC to develop the Vulnerability Assessment for the Village.**

BACKGROUND:

In May 2024, the Village accepted a $59,250 grant from the Florida Department of Environmental Protection (FDEP) to develop a Vulnerability Assessment (VA) in compliance with Section 380.093, Florida Statutes, and executed an agreement with FDEP for development of a VA.

The Village issued a Request for Proposals (RFP) for a comprehensive VA to identify critical infrastructure stormwater assets and develop an adaptation plan in response to potential climate change impacts. The VA will evaluate vulnerabilities related to flooding, sea level rise, climate, wind events, heat events, and other nature-related events affecting Village infrastructure and critical facilities.

PROCUREMENT PROCESS:

The RFP was advertised on the Village's official website, DemandStar, and other relevant platforms. Three firms submitted proposals in response to the RFP:

1. APTIM Environmental & Infrastructure LLC
2. Ecosistema Urbano
3. Coast Risk Consulting LLC

EVALUATION:

The Selection Committee reviewed and evaluated the proposals based on criteria including firm and staff experience, approach methodology, project management, past performance, and cost. After thorough evaluation, the Committee recommends selecting **APTIM Environmental & Infrastructure LLC** (APTIM) to develop the Vulnerability Assessment for the Village of North Palm Beach.

APTIM's proposal price was $58,000.00. The previously executed FDEP agreement will allow for expenditure reimbursement, up to $59,500, for all VA work performed in accordance with said agreement.

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

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Stormwater Utility Fund	Public Works	H7321-34684	Repair & Maintenance – Stormwater Drainage System	$58,000.00
			Contingency	$6,000.00
			Total w/ Contingency	**$64,000.00**

RECOMMENDATION:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal submitted by APTIM Environmental & Infrastructure LLC to develop a Vulnerability Assessment for the Village at a total cost of $58,000.00 (for a total project budget of $64,000 including contingency), with funds expended from Stormwater Utility Fund Account No. H7321-34684 (Public Works; Repair & Maintenance – Stormwater Drainage System) and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC TO DEVELOP A VULNERABILITY ASSESSMENT FOR THE VILLAGE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village advertised a Request for Proposals for the development of a Vulnerability Assessment in compliance with Section 380.093, Florida Statutes ("RFP"); and

WHEREAS, the Selection Committee evaluated and rated the proposals in accordance with the criteria set forth in the RFP and based on such evaluation, the Committee recommended accepting the proposal submitted by APTIM Environmental & Infrastructure, LLC; and

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

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

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

Section 2. The Village Council accepts the proposal submitted by APTIM Environmental & Infrastructure, LLC to develop a Vulnerability Assessment for the Village at a total cost of $58,000.00, with funds expended from Account No. H7321-34684 (Stormwater Utility Fund – Repair & Maintenance – Stormwater Drainage System). Including contingency, the total project budget shall be $64,000.00. The Village Council further authorizes the Mayor and Village Clerk to execute a contract for the performance of such services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS ____DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT

THIS CONTRACT is made as of the ____ day of _____, 2024 by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, hereinafter referred to as VILLAGE, and APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC, a foreign limited liability company authorized to do business in the State of Florida, hereinafter referred to as CONSULTANT.

WHEREAS, the VILLAGE issued a Request for Proposals seeking a qualified firm to complete a Comprehensive Vulnerability Assessment Plan in accordance with Section 380.093, Florida Statutes ("Services"); and

WHEREAS, Village wishes to accept the proposal of CONSULTANT to provide the Services, and CONSULTANT has agreed to perform the Services in accordance with the terms and conditions of this Contract; and

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

ARTICLE 1. SERVICES OF CONSULTANT.

CONSULTANT shall perform the Services as outlined in the Village's Request for Proposals for a Vulnerability Assessment Study ("RFP"). The RFP RFQ and CONSULTANT's Proposal submitted in response to the RFP are hereby incorporated herein by reference.

ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until CONSULTANT completes the Services to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 7. CONSULTANT shall complete the Services within six (6) months of the Notice to Proceed.

ARTICLE 3: VILLAGE'S REPRESENTATIVE.

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

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONSULTANT for completion of the Services in the amount of **Fifty-Eight Thousand Dollars and No Cents ($58,000.00)**.

B. CONSULTANT shall invoice the VILLAGE on a monthly basis or as each task is completed. Invoices received from CONSULTANT pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that the Services have been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONSULTANT will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

C. Services undertaken or expenses incurred that exceed the amount set forth in subsection (A) above without prior written authorization from the VILLAGE shall be the liability of CONSULTANT.

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

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

ARTICLE 5. 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 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 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.

ARTICLE 6. PERSONNEL.

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

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

C. All of CONSULTANT's personnel (including subconsultants) while on VILLAGE premises, shall comply with all VILLAGE requirements governing conduct, safety, and security.

ARTICLE 7. TERMINATION.

This Contract may be terminated by the CONSULTANT 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 CONSULTANT. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days' written notice to the CONSULTANT. The VILLAGE may also terminate this Contract

with written notice of cause to the CONSULTANT, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE's notice. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the CONSULTANT shall:

A. Stop Services on the date and to the extent specified;

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;

C. Transfer all Services in progress, completed Services, and other materials related to the terminated Services to the VILLAGE; and

D. Continue and complete all parts of the Services that have not been terminated.

ARTICLE 8. FEDERAL AND STATE TAX.

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

ARTICLE 9. INSURANCE.

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

B. CONSULTANT shall maintain, during the life of this Contract, Commercial General Liability insurance, including Professional Liability Errors and Omissions Insurance/Third Party Crime Coverage in the minimum amount of $1,000,000.00 per occurrence.

C. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $1,000,00.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does

not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall. in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

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

ARTICLE 10. SUCCESSORS AND ASSIGNS.

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

ARTICLE 11. GOVERNING LAW, VENUE AND REMEDIES.

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

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

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

ARTICLE 12. INDEPENDENT CONTRACTOR.

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

ARTICLE 13. ACCESS AND AUDITS.

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

ARTICLE 14. 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.

ARTICLE 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.

ARTICLE 16. SEVERABILITY.

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

ARTICLE 17. MODIFICATIONS OF WORK.

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

B. If the VILLAGE so instructs in writing, CONSULTANT 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 an amendment to the Contract, and CONSULTANT shall not commence work on any such change until such amendment is executed.

ARTICLE 18. COMPLIANCE WITH LAWS.

CONSULTANT 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.

ARTICLE 19. NOTICE.

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

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

and if sent to the CONSULTANT shall be mailed to:

Aptim Environmental & Infrastructure, LLC
Attn: Samantha Danchuk
6041 Congress Avenue, Suite 140
Boca Raton, FL 33499

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

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

ARTICLE 21. PREPARATION.

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

ARTICLE 22. SURVIVABILITY.

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

ARTICLE 23. WAIVER OF SUBROGATION.

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

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

ARTICLE 24. INSPECTOR GENERAL

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

ARTICLE 25. PUBLIC RECORDS.

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

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

A. Keep and maintain public records required by the VILLAGE to perform the service.

B. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONSULTANT does not transfer the records to the VILLAGE.

D. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONSULTANT or keep and maintain public records required by the VILLAGE to perform the services. If CONSULTANT transfers all public records to the VILLAGE upon completion of the Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the

VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

ARTICLE 26. PROHIBITION AGAINST CONTINGENT FEES.

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract and that CONSULTANT has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, 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.

ARTICLE 27. E-VERIFY

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

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

CONSULTANT:

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

BY: _____

Print Name: _____

Title:_____

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 **Aptim Environmental & Infrastructure, LLC**.

3. **Aptim Environmental & Infrastructure, LLC** 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:

REQUEST FOR PROPOSAL
RFP 2024-PW-4

VULNERABILITY ASSESSMENT STUDY

Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408-4906

ADVERTISEMENT, INSTRUCTION, SPECIFICATIONS,
GENERAL TERMS AND CONDITIONS

Village of North Palm Beach
REQUEST FOR QUALIFICATIONS
RFQ 2024-PW-3

VULNERABILITY ASSESSMENT STUDY

In accordance with Section 287.055, Florida Statutes ("Consultants' Competitive Negotiations Act" or "CCNA"), the Village of North Palm Beach is seeking Qualifications from qualified selected firms to develop a Vulnerability Assessment Study to identify vulnerabilities and enhance preparedness for potential risks.

Request for Qualification documents are available on the Village of North Palm Beach website at http://www.village-npb.org/bids.aspx , www.demandstar.com, or by contacting the Village Public Work's office at (561) 561-691-3440.

Sealed Qualification Statements must be clearly marked **"RFQ 2024-PW-4, NORTH PALM BEACH - VULNERABILITY ASSESSMENT STUDY"** and delivered to the Village Clerk at 501 US Highway One, North Palm Beach, Florida, 33408. The deadline for submission of Qualifications is **Thursday, August 19, 2024, at 2:00 p.m. local time.** Qualification Statements submitted after the established deadline will not be accepted and will be returned to the sender unopened.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the request for qualification documents. Any questions regarding the completeness or substance of the request for qualification documents or the scope of services must be submitted in writing via email to James Mount, Public Works, Jmount@village-npb.org.

The Village reserves the right to accept or reject any or all Qualification Statements, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to select the Proposer that it deems will best serve the interests of the Village.

VILLAGE OF NORTH PALM BEACH, FLORIDA
Chuck Huff, Village Manager

Publish: Palm Beach County Legal Notices Website
Date: 7/15/2024

Publish: DemandStar
Date: 7/15/2024

Publish: Village of North Palm Beach Website
Date: 7/15/2024

INSTRUCTIONS TO PROPOSERS AND TERMS AND CONDITIONS

GENERAL INFORMATION/PROPOSAL SUBMITTAL

The Proposal Documents consist of:

1. Request for Proposals;
2. Instructions to Proposers and Terms and Conditions;
3. Scope of Work/Specifications
4. Drug Free Workplace Certification;
5. Sworn Statement on Public Entity Crimes;
6. Scrutinized Vendor Certification
7. Proposal Form;
8. Standard Contract for Services;
9. Any Addenda issued prior to the date designated for receipt of proposal.

Complete sets of the Proposal Documents shall be used in preparing the submitted Proposal. The Village of North Palm Beach ("Village") does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words "**RFQ 2024-PW-4, NORTH PALM BEACH - VULNERABILITY ASSESSMENT STUDY**" on the outside and mailed or hand-delivered to the Village Clerk on or before the specified time and date. **Each Proposer shall submit one (1) original, five (5) copies and (1) digital copy of its Proposal.**

It is the Proposer's sole responsibility to ensure that its Proposal is received by the Village Clerk on or before the closing date and time. The Village shall in no way be responsible for delays caused by any other occurrence. Proposals submitted by e-mail telephone, telegram or facsimile will **not** be accepted.

The proposal opening time shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. Such proposals shall be returned unopened.

All proposals must be typewritten or filled in with pen and ink. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed or the signature attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All corrections made to the proposal price must be initialed.

Proposers shall not be allowed to modify their proposals after the opening time and date.

Pursuant to Section 119.071(1)(b)2, Florida Statutes, sealed proposals remain exempt from public disclosure until such time as the Village provides notice of its intended decision to accept a Proposal or for thirty (30) days after opening, whichever is earlier.

The submission of a proposal shall constitute an incontrovertible representation by the Proposer that the Proposal Documents and Contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the requested services.

CONTACT PERSON

For information concerning this Proposal, please contact:

James Mount
Assistant Director of Public Works
Village of North Palm Beach 501 US Highway 1
North Palm Beach, FL 33408
561-691-3440
Jmount@village-npb.org

ACCEPTANCE/REJECTION

The Village reserves the right to accept or to reject any or all proposals in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Proposer, who in the sole opinion of the Village, is the lowest responsive, responsible Proposer and whose Proposal will be most advantageous to the Village. The Village reserves the right to reject the Proposal of any Proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The Village reserves the right to re-issue the Request for Proposals.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal Response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in this proposal solicitation are the only conditions applicable to the Proposal and the Proposer's authorized signature affixed to the Proposer acknowledgment form attests to this.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of Proposals will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Submission of a Proposal constitutes acknowledgment by the Proposer of the

receipt of addenda. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Proposer to verify that he/she received all addenda issued before Proposals are opened. No authorization is allowed by Village personnel to interpret, or give information as to Proposal requirements in addition to that which is contained in the written Proposal document and addenda.

CONTRACTUAL AGREEMENT

All terms and conditions of the Proposal Documents shall be included and incorporated in the Standard Contract, a copy of which is included in the Proposal Documents. The order of contract precedence shall be the Contract and then Proposal Documents and Proposal Response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

FEDERAL AND STATE TAX

The Village is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the Village shall **not** be authorized to use the Village's Tax Exemption Number in securing materials for performance of the work associated with this Project.

LEGAL REQUIREMENTS

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VARIANCES

The Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of proposal evaluation, Proposers must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, the Village shall construe the Proposal to fully comply with the specifications, terms and conditions as given herein.

AWARD

The Village reserves the right to hold all Proposals and Proposal Guarantees for a period not to exceed sixty (60) days after the date of proposal opening stated in the Request for Proposal.

PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the time set for opening of the proposals. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the Village the goods or services set forth in the attached specifications until one or more of the

proposals have been duly accepted by the Village.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the Village and promptly demonstrates to the reasonable satisfaction of the Village that there was a material and substantial mistake in the preparation of his/her Proposal, that Proposer may withdraw his/her Proposal. Thereafter, that Proposer will be disqualified from further proposals on the work.

CERTIFICATION

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Proposal and must be in the name of the vendor shown on the Proposal page.

NON-APPROPRIATIONS

The obligations of the Village to make a Proposal award and execute a Contract under the terms of this "Request for Proposal" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Village, at its sole discretion, shall have the right to reject all proposals.

PROPOSAL FORMS

In filling out proposal forms, Proposers shall be governed by the following provisions.

A. Proposals must be made on the blanks provided herewith.

B. Proposal amount shall be shown in words and figures.

C. Any proposal which in any manner fails to conform to the condition of the published notice may be rejected.

D. Proposals must be signed in ink by the Proposer with the signature in full.

E. Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Proposal.

F. If a Proposer wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Any changes or alteration of prices in the proposal must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

QUALIFICATION OF PROPOSERS

This proposal shall be awarded only to a responsible Proposer, qualified by experience to provide the services specified. Each Proposer shall submit the following information with its proposal:

A. A list of at least three (3) client references providing the client name, address, project representative and telephone number for clients served within the past three (2) years. Include a brief description of the services performed for each client.

B. List of software, equipment, and/or facilities available to do the work.

C. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.

D. List of experience and personnel requirements as set forth in the Scope of Work/Specifications.

Failure to submit the above requested information may be cause for rejection of the Proposal.

REGULATIONS, PERMITS AND FEES

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

INSURANCE REQUIREMENTS

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

A. The Proposer shall maintain Comprehensive General Liability Insurance with minimum coverage limits of $1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate for bodily injury and property damage and $2,000,000 in the general aggregate for products/completed operations. Comprehensive General Liability Insurance shall include endorsements for property damage, personal injury, contract liability, product liability and independent contractor coverage.

B. The Proposer shall maintain Comprehensive Automobile Liability Insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect against claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Proposer or by anyone directly or indirectly employed by the Proposer.

C. The Proposer 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, to be maintained by the Proposer shall specifically include the Village as an Additional Insured. The Proposer shall be responsible for any deductibles related to said insurance.

TERM OF CONTRACT

The term of this contract shall commence upon execution by both parties and shall continue until the completion of all task deliverables outlined in the Scope of Work section of this RFP, resulting in Florida Department of Environmental Protection (FDEP) approval.

CONE OF SILENCE

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

NON-COLLUSION

By submitting a Proposal, each Proposer affirmatively represents that neither the Proposer nor any of its officers, partners, owners, agents, representatives or employees have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer to submit a collusive or sham Proposal or have in any manner directly or indirectly sought by agreement or collusion to fix the prices of the Proposal or to secure through any agreement or collusion any advantage. The prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, or employees.

SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS:

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

RFP SCHEDULE

A summary schedule of the major activities associated with this RFP is presented below. The Village, in its sole discretion, may modify the schedule as the Village deems appropriate.

Issuance of RFP:	July 15, 2024
Deadline for Written Questions:	August 9, 2024
RFP Response Proposal Due Date:	August 19, 2024
Selection Committee Meeting:	August 21, 2024
Consideration/Award by Village Council:	TBD

Evaluation Criteria and Procedures:

A. Vendors are evaluated as per the **Evaluation Criteria.** The Village reserves the right to obtain additional information from Proposers.

B. Vendors have a continuing obligation to provide the Village with any material changes to the information requested.

C. Points for each of the Evaluation Criteria are identified below.

Evaluation Rating Categories:

25 Maximum Points	**Proposal Pricing**
20 Maximum Points	**Personnel Qualifications**
25 Maximum Points	**Project Management Plan/Technical Approach**
20 Maximum Points	**Past Performance/Client References**
10 Maximum Points	**Workload and Contract Litigation**
100 Maximum Points	**Total**

Required Information for Evaluation Proposals (to be included in Qualification Statement)

Proposal Pricing: (20 Point Maximum)
Provide pricing on the Proposal Form supplied with this RFP.

Personnel Qualifications: (**20 Point Maximum**)
Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed team, including project manager and primary support staff, describe their relevant experience and the role they will play in the project.

Provide a brief resume for each employee who will furnish professional/technical support expertise on this contract. This should include, at a minimum, the following:

- Function(s) in the company.
- Title and number of years of service with the company.
- Previous relevant project experience

Project Management Plan: (20 Point Maximum)
Detail how you intend to manage and develop all Vulnerability Assessment tasks.

Past Performance: (20 Point Maximum)

Client References – Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of three (3) and maximum of five (5) client references.

Identify each client reference:

Instructions

- Name of Client.
- Client contact information **including email address**
- Project description, award date, and expiration date of contract
- Annual dollar value of contract.

Workload and Contract Litigation: (20 Point Maximum)
Project List – Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on October 1, 2024. The individual project details shall include:

- Name of Contract Client
- Brief Project Scope
- Contract Budget
- Contract Duration (Award Date – Expiration Date)

Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.

Provide all items listed in the above Proposal Pricing, Personnel Qualifications, Project Management Plan, Past Performance (Client References), and Workload and Contract Litigation sections as part of your RFP response. These items are the expected deliverables to be evaluated for award of contract.

The Village expressly reserves the right to modify the procedures set forth herein for the selection/evaluation process.

Evaluation Scoring Scale:

20 Point Scale

Superior Response:	(16 - 20 Points)
Good Response:	(10 - 15 Points)
Fair Response:	(5 - 9 Points)
Failed Response:	(0 - 4 Points)

Evaluation Scoring Scale Definitions:

Superior Response: Comprehensively meets the requirements and intent for the RFP. Information was clearly presented and complete. Response demonstrated a thorough understanding of the RFP scope and requirements. Evaluation demonstrates a mastery of the evaluation category. Response demonstrates proposers' selection would be both a considerable value and benefit to the RFP project goals.

Good Response: Meets the majority of the requirements and intent for the RFP. Information was clearly presented and complete with minimal deficiencies. Response demonstrated a good understanding of the RFP scope and requirements. Evaluation demonstrates a considerable knowledge of the evaluation category. Response demonstrates proposers' selection would be both a value and benefit to the RFP project goals.

Fair Response: Minimally meets the requirements and intent for the RFP. Information was presented with some deficiencies. Response demonstrated an average understanding of the RFP scope and requirements. Evaluation demonstrates a minimal knowledge of the evaluation category.

Failed Response: Does not meet the requirements and intent for the RFP. Information was presented with excessive deficiencies. Response demonstrated an insufficient understanding of the RFP scope and requirements. Evaluation demonstrates an insufficient knowledge of the evaluation category.

Evaluation Committee members will independently evaluate each proposer based on the rating categories for the evaluation process. Points will be awarded from zero (0) to the maximum points allowed for the category. Points are not awarded in a winner-takes-all format. Proposers may tie in individual category and cumulative point awards. Following award of points by the Evaluation Committee to all proposers, the Village Clerk will combine and average points awarded to each firm for each category. The Village will commence contract negotiations with the proposer scoring the highest rating, based on the evaluation process scoring, and continue negotiations in order of ranking, if required.

SCOPE OF WORK

3.1 INTRODUCTION.

The Village of North Palm Beach (Village) is seeking a qualified selected firm to complete a Village-wide Vulnerability Assessment, identify critical assets, and develop an adaptation plan in response to potential climate change; and in accordance with the scope of services as outlined herein. Data used in the Vulnerability Assessment will be based on the Village's Stormwater Master Plan (SMP), which is nearing completion and will identify proposed improvements to stormwater management facilities and identify operational needs. The Village is now looking to build upon the SMP through the completion of a Vulnerability Assessment Study.

The Vulnerability Assessment will allow the Village to judge the vulnerability of its infrastructure and critical facilities resulting in the development of mitigation and adaptation strategies for existing infrastructure. The climate adaptation plan shall include recommendations to be considered for future Village critical facilities. The Village was awarded a Vulnerability Assessment Grant through the Resilient Florida Program in 2023. The vulnerability assessment will include public outreach meetings and community engagement, data collection including GIS database details provided by the Village and review of publicly available information, inundation mapping and modeling, critical asset evaluation, peril of flood comprehensive plan amendments as required by law and a vulnerability assessment report to be submitted to FDEP in compliance with Section 380.093, F.S. and the Certification Checklist required by FDEP.

The Vulnerability Assessment will identify direct risks to our community and guide the creation of an adaptation policy for an updated safety element compliant with Section 380.093, F.S. An innovative public engagement process will collaborate with Village residents, stakeholders, and local businesses, with particular emphasis on how to implement measures to mitigate identified risks with minimal public impacts. The project will support local and regional adaptation planning efforts on the transportation system.

3.2 SCOPE OF WORK

The Vulnerability Assessment Study will identify critical assets, evaluate flooding, sea level rise, climate, wind events, heat events, and other nature-related events relative to Village assets. As a result, the Village will be able to judge the vulnerability of its infrastructure and critical facilities and develop the appropriate mitigation and adaption strategies for each impacted system of the facility. The completed assessment will be in compliance with Florida Statutes 380.093 requirements.

The assessment shall include:

- Transportation assets and evacuation routes, including major and minor arterials, local roads, bridges, and waterways.
- Critical infrastructure assets including drainage structures, lift stations, impacts on utility companies whose facilities service the Village (SUA, FPU, AT&T, etc.), roadside swales and/or stormwater treatment facilities, hazardous waste facilities, and potential disaster debris management sites.
- Critical community and emergency facility assets such as Village Hall, Public Safety, North

Palm Beach Country Club, Anchorage Park, Community Center, Osbourne Park, and other Village facilities.

- Other Village assets may be identified following further scope development.

3.2.1 - Consultant Responsibilities

Consultant responsibilities shall include the following:

1. Identify Vulnerability Assessment Data Standards
2. Kick Off Meeting
3. Acquire Background Data
4. Exposure Analysis
5. Sensitivity Analysis
6. Identifying Focus Areas
7. Final Vulnerability Assessment Report, Maps and Tables
8. Public Presentation

3.2.2 - Tasks and Deliverables

Task 1 – Identify Vulnerability Assessment Data Standards:

The selected firm 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 Section 380.093, F.S., as of the date of beginning data collection efforts.

The selected firm will provide:

The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA, prior to conducting any VA work for the project.

Task 2 – Kick-Off Meeting:

The selected firm 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.

The selected firm will provide:

1) Meeting agenda to include location, date, and time of meeting.

2) Meeting sign-in sheets or attendance records with attendee names and affiliation.

3) A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable.

4) Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 3 – Acquire Background Data:

The selected firm 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

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 as long as additional scenarios do not require additional funds. Storm surge data used must be equal to/exceed the 100-year return period (1% annual chance) flood event. 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.

<u>The selected firm will provide the following:</u>

1) A technical report to outline the data compiled and findings of the gap analysis.

2) A summary report to include recommendations to address the identified data gaps and actions taken to rectify gaps.

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) F.S.

Task 4 – Exposure Analysis

The selected firm 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.

<u>The selected firm will provide the following:</u>

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.

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

The selected firm will perform the sensitivity analysis to measure the impact of flooding on assets and to apply he 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 at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

The selected firm will provide the following:

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.

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

The selected firm 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.

The selected firm will provide the following:

A report summarizing the areas identified as focus areas, with justification for choosing each area.

Tables listing each focus area with any critical assets that are contained inside the focus area.

Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study.

GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 7 – Final Vulnerability Assessment Report

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, and raw data sources shall be defined within the associated metadata.

The selected firm will provide the following:

1) Final Vulnerability Assessment 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.

2) Final list of critical 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.

3) All electronic mapping data used to illustrate flooding/sea level rise impacts identified in the VA, to include geospatial data in an electronic file format and GIS metadata.

4) Signed Vulnerability Assessment Compliance Checklist Certification.

A. Task 8 - Public Presentation

The selected firm will present the final VA results to the Village Council and Village advisory committees, as directed. The purpose of the presentation is to share the findings from the final VA, provide recommendations for actions for adaptation strategies and future project funding and identify the Village's critical assets. 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 selected firm will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

The selected firm will provide the following:

1) Meeting agendas to include location, date, and time of meeting.

2) Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, local government staff).

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.

4) A copy of the file or weblink of the video or audio recording from the meeting.

5) A summary report including attendee input and meeting outcomes.

PROPOSAL FORM

Section One:

In accordance with the terms and conditions stated in the Request for Proposals (RFP) requesting all goods and services for the Vulnerability Assessment, the undersigned proposes the following to the Village of North Palm Beach:

_____(Proposer's legal name) certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum on an annual basis:

_____

Written Dollar Amount

($_____)

DRUG FREE WORKPLACE

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

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

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

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

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

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

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

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

_____

Proposer's Signature

PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

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

by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is_____
_____

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

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

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

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

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

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

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

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

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

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____

(Signature)

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

_____

Notary Public

My Commission Expires:

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is_____
_____

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

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

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

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

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

_____

(Signature)

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

_____

Notary Public

My Commission Expires:

CONTRACT

This Contract is made as of the_____day of_____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and _____, an individual or corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

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

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work is for **Landscaping and Ground Maintenance Services** in accordance with the Request for Proposals issued by the Village, and VENDOR's Proposal submitted in response to the Request for Proposals, which are incorporated herein by reference. VENDOR shall perform the Work 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.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall become effective October 1, 2024 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7. This Contract shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

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

SECTION 3: VILLAGE'S REPRESENTATIVE.

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

SECTION 4: COMPENSATION AND METHOD OF PAYMENT**.**

A. The VILLAGE agrees to compensate the VENDOR for providing **Landscaping and Grounds Maintenance Services** and for which Purchase Orders are issued in accordance with VENDOR's Proposal, which is attached hereto and incorporated herein by reference.

B. In order for both parties herein to close their books and records, VENDOR will clearly state "final invoice" on the VENDOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the

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

SECTION 5: INDEMNIFICATION.

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

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

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

SECTION 6: PERSONNEL**.**

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

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

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

SECTION 7: TERMINATION.

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

A. Stop work on the date and to the extent specified;

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

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

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

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

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

SECTION 10: SUCCESSORS AND ASSIGNS.

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

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

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

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

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

SECTION 13: ACCESS AND AUDITS.

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

SECTION 14: NONDISCRIMINATION.

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

SECTION 15: ENFORCEMENT COSTS.

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

SECTION 16: SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the

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

SECTION 17: MODIFICATIONS OF WORK.

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

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

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

SECTION 18: PUBLIC ENTITY CRIMES.

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

SECTION 19: PROTECTION OF WORK AND PROPERTY.

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

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

SECTION 20: WARRANTY/GUARANTY.

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

SECTION 21: COMPLIANCE WITH LAWS.

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

SECTION 22: NOTICE.

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

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

and if sent to the VENDOR shall be mailed to:

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

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

SECTION 24: WAIVER.

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

SECTION 25: PREPARATION.

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

SECTION 26: SURVIVABILITY.

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

SECTION 27: WAIVER OF SUBROGATION.

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

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

SECTION 28: INSPECTOR GENERAL.

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

SECTION 29: INVOICING AND PAYMENT:

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

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

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

B. All invoices submitted shall consist of an "original" invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to identify the good(s) and/or service(s) for which payment is requested; include and be clearly marked as "partial," "complete" or "final invoice."

C. The invoice shall contain the Proposer's Federal Employer Identification Number.

D. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida's Prompt Payment Act (for non-construction).

SECTION 30: ADDITIONAL SERVICES;

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

SECTION 31: PUBLIC RECORDS.

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

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

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

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the VENDOR does not transfer the records to the VILLAGE.

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

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

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

SECTION 33. E-VERIFY.

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

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;

B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;

D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;

F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not VENDOR, shall be grounds for the VILLAGE to order VENDOR immediately terminate the contract with the subcontractor; and

G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statues, VENDOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

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

VENDOR

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL, MAYOR

ATTEST:

BY:_____
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

Village of North Palm Beach

Vulnerability Assessment - Request for Proposal (RFP 2024-PW-4)
Selection Committee Meeting

Location – Village Hall Conference Room; August 28, 2024 @ 10:40 am

1. **Attendees:**
   Chad Girard - Public Works Director
   Marc Holloway - Field Operations Manager
   Jamie Mount - Assistant Director of Public Works

   No members of the public attended the meeting.

2. **Meeting Purpose:**
   Review and evaluation of RFP response packages submitted by three firms as follows: 1. Ecosistema Urbano (EU), 2. Coastal Risk (CR), 3. Aptim (AP)

3. **Discussion:**
   a. Each RFP response was evaluated based on the following categories/point allocation.
      1) Proposal Pricing – 25 PTS
      2) Personnel Qualifications – 20 PTS
      3) Project Mgt. Plan/Technical Performance – 25 PTS
      4) Past Performance/Client References – 20 PTS
      5) Workload and Contract Mitigation – 10 PTS

   b. Each selection committee member presented their evaluations and scores for the three firms as follows. See attached scoring sheets.

      1) Jamie Mount
         EU - 58
         CR - 93
         AP - 94

      2) Chad Girard
         EU - 20
         CR - 85
         AP - 98

      3) Marc Holloway
         EU - 51
         CR - 80
         AP - 90

4. **Total Scores:**
   a. Ecosistema Urbano (EU) - 129
   b. Coastal Risk (CR) - 258
   c. Aptim (AP) – 282

5. **Conclusion/Recommendation:**
   Based on the total scores, Aptim (AP) was recommended to be submitted to the Village Council as the selected vendor for the Vulnerability Assessment RFP 2024-PW-4.

6. **Adjournment:**
   The meeting concluded at approximately 11:00 AM.

7. **Next Steps:**
   Submission of selection recommendation to the Village Council for approval.

Emails to Vendors

Mtg. Mins
Attendees
No Public Present

Vulnerabilty Assessment RFP
RFP 2024

Selection Meeting Date: August 28, 2024

CHAD MARC

Jamie Mount

Firm: APTIM

Selection Committee Member	Category & Point Total					
	Proposal Pricing (25 Pts)	Personnel Qualifications (20 Pts)	Project Mgt Plan/Technical Performance (25 Pts)	Past Performance/Client References (20 Pts)	Workload and Contract Mitigation (10 Pts)	
Comments		Strong staff qualifications with signficiant VA experience.	Comprehensive PM Plan outlined with required task deliverables identified. Provided background info on how various tasks will be analyzed and modeled.	Little project detail provided for past performance projects. 4 Contacts provided for reference calls.	Mitigation cases pending - 3 not VA related.	
Points	25	20	25	~~15~~ 18	9	94

98 90

TOTAL 282

Firm: Coastal Risk

Selection Committee Member	Category & Point Total					
	Proposal Pricing (25 Pts)	Personnel Qualifications (20 Pts)	Project Mgt Plan/Technical Performance (25 Pts)	Past Performance/Client References (20 Pts)	Workload and Contract Mitigation (10 Pts)	
Comments		Strong staff qualifications with limited VA experience.	Comprehensive PM Plan outlined with required task deliverables identified.	Detailed past performance project info provided with only ~~3~~ 2 contacts for reference calls.	No mitigation identified	
Points	24	18	23	18	10	93

85 80

258

TOTAL

Firm: Ecosistema Urbano

Selection Committee Member	Category & Point Total					
	Proposal Pricing (25 Pts)	Personnel Qualifications (20 Pts)	Project Mgt Plan/Technical Performance (25 Pts)	Past Performance/Client References (20 Pts)	Workload and Contract Mitigation (10 Pts)	
Comments		Staff has predominately international experience, with a few projects in WPB. No VA local project staff experience identified.	Comprehensive PM Plan outlined with required task deliverables identified. PM Plan included information not immediatelyu relevant to the VA requirements.	Past Performance Projects did not reflect VA projects.	Could not find mitigation references in RFP response.	
Points	5	16	20	10	7	58

20 51

TOTAL 129

Vulnerabilty Assessment RFP
RFP 2024

Selection Meeting Date: August 28, 2024

Marc Holloway

Firm: APTIM

Selection Committee Member	Category & Point Total				
	Proposal Pricing (25 Pts)	Personnel Qualifications (20 Pts)	Project Mgt Plan/Technical Performance (25 Pts)	Past Performance/Client References (20 Pts)	Workload and Contract Mitigation (10 Pts)
Comments					
Points	25	20	20	15	10

~~75~~ 90 (282)

Firm: Coastal Risk

Selection Committee Member	Category & Point Total				
	Proposal Pricing (25 Pts)	Personnel Qualifications (20 Pts)	Project Mgt Plan/Technical Performance (25 Pts)	Past Performance/Client References (20 Pts)	Workload and Contract Mitigation (10 Pts)
Comments					
Points	20	15	20	15	10

~~65~~ 80 (258)

Firm: Ecosistema Urbano

Selection Committee Member	Category & Point Total				
	Proposal Pricing (25 Pts)	Personnel Qualifications (20 Pts)	Project Mgt Plan/Technical Performance (25 Pts)	Past Performance/Client References (20 Pts)	Workload and Contract Mitigation (10 Pts)
Comments					
Points	1	15	10	10	15

~~41~~ 51 (129)

Vulnerabilty Assessment RFP
RFP 2024

Selection Meeting Date: August 28, 2024

NPB Employee Name Chad Girard

Firm: APTIM

Selection Committee Member	Category & Point Total				
	Proposal Pricing (25 Pts)	**Personnel Qualifications (20 Pts)**	**Project Mgt Plan/Technical Performance (25 Pts)**	**Past Performance/Client References (20 Pts)**	**Workload and Contract Mitigation (10 Pts)**
Comments	Within Grant Funding	Talented group of professionals. I didn't see anyone who utilizes Hazus (FEMA's program). How do they plan to estimate risk?	Did a fantastic job of explaining what they intend to do based on the scope of work that was provided.	Showed good projects.	Included, but several litigations against the firm.
Points	25	20	25	20	8

~~78~~ 98

Firm: Coastal Risk

Selection Committee Member	Category & Point Total				
	Proposal Pricing (25 Pts)	**Personnel Qualifications (20 Pts)**	**Project Mgt Plan/Technical Performance (25 Pts)**	**Past Performance/Client References (20 Pts)**	**Workload and Contract Mitigation (10 Pts)**
Comments	Within Grant Funding	Highly talented group of individuals who are planning to work on the project.	16-20 Week time frame. There was some division of labor for Task 8, but they did include all tasks.	Had good projects	included.
Points	25	20	15	15	10

85 ~~70~~

Firm: Ecosistema Urbano

Selection Committee Member	Category & Point Total				
	Proposal Pricing (25 Pts)	**Personnel Qualifications (20 Pts)**	**Project Mgt Plan/Technical Performance (25 Pts)**	**Past Performance/Client References (20 Pts)**	**Workload and Contract Mitigation (10 Pts)**
Comments	Greatly exceeds grant funding.	No relevance to a vulnerability asssessment per the Florida Statute	Did not demonstrate any knowledge of vulnerability assessments	Had great references	Wasn't included
Points	0	0	0	20	0

20

ELECTRONIC

REQUEST FOR PROPOSAL RFP 2024-PW-4 VULNERABILITY ASSESSMENT STUDY

APTIM

PROPOSED TO:

VILLAGE OF NORTH PALM BEACH
501 US Highway One
North Palm Beach, FL 33408

PROPOSED BY:

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
6401 Congress Ave #140
Boca Raton, FL 33499

Due: August 19, 2024

The information contained in this proposal contains proprietary and confidential financial and business information and shall not be used or disclosed, except for evaluation purposes, without the written consent of Aptim Environmental & Infrastructure, LLC, provided that if a contract is awarded to Aptim Environmental & Infrastructure, LLC as a result of or in connection with the submission of this proposal, the requester shall have the right to use or disclose the data to the extent provided in the contract. This restriction does not limit the requester's right to use or disclose any technical data obtained from another source without restriction.

039628

APTIM

August 19, 2024

Aptim Environmental & Infrastructure, LLC
6401 Congress Ave, Suite 140
Boca Raton, FL 33499

James Mount
Assistant Director of Public Works
Village of North Palm Beach
501 US Highway One
North Palm Beach, FL 33408

Subject: Request for Proposal (RFP 2024-PW-4) for a Vulnerability Assessment Study

Dear Mr. Mount:

Aptim Environmental & Infrastructure, LLC (APTIM), a Louisiana Limited Liability Company incorporated on April 23, 2002 (22 years), is pleased to respond to the Request for Proposal (RFP) for a Vulnerability Assessment Study for the Village of North Palm Beach (the Village).

As a national environmental and engineering consulting firm, **APTIM is a recognized leader in environment, resilience, and sustainability services, committed to building a sustainable future for communities and natural world, accelerating the transition to a clean and efficient energy economy and creating a more inclusive and equitable environment that celebrates the diversity of our communities.** Our local offices have established a consortium of excellence to support delivery of the most useful vulnerability assessments and resilience plans in compliance with the Resilient Florida grant program guidance.

I have also assembled the most experienced collective of resilience engineers, planners, and infrastructure subject matter experts from APTIM's local office in South Florida to ensure proper staffing for quality and responsiveness. APTIM has partnered with **Miller Legg** to **provide additional civil, stormwater and living shoreline engineering support**, and we are ready to leverage our combined expertise and are committed to delivering solutions that address the Village's most pressing challenges. Our resilience team is ready, able and dedicated to providing the scope deliverables on time and on budget with intent to exceed the Village's expectations.

Congratulations on receiving your grant award and the chance to strategize for comprehensive resilience throughout your community; we have witnessed firsthand the benefits that arise from this effort.

Kind Regards,
Aptim Environmental & Infrastructure, LLC

Samantha Danchuk, PhD, PE
Climate and Coastal Resilience Lead
Phone: 561 361 3199 Email: Samantha.Danchuk@APTIM.com

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

CERTIFICATE OF THE CORPORATE ASSISTANT SECRETARY OF APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

CORPORATE RESOLUTION

I, **Todd Kindler**, do hereby declare and certify that I am duly elected, qualified and acting Assistant Secretary of Aptim Environmental & Infrastructure, LLC, (the "Company"), a limited liability company duly organized and validly existing under the laws of the State of Louisiana, and that in such capacity, I do hereby declare and certify the following:

> In accordance with the authority granted by the Company's Managing Member and its governing documents (and associated approved delegations thereof), **SAMANTHA DANCHUK, Florida Resiliency Market Lead** has the authority to and is empowered to act for and on behalf of the Company in executing in the name of the Company, any and all types of proposals, bids, contracts, agreements, documents and instruments of whatever nature or kind necessary relating to the **Request for Qualifications No. 2024-PW-4 for City of North Palm Beach Florida for a Vulnerability Assessment Study**

IN WITNESS WHEREOF, I have herewith signed my name and affixed the seal of Aptim Environmental & Infrastructure, LLC on this 15th day of August 2024

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

By: _____
Name: Todd Kindler
Title: Assistant Secretary
1200 Brickyard Lane, Suite 202
Baton Rouge, LA 70802

Corporate Seal:



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TAB 6 Required Forms and Licenses..... **pg 51**

- Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work
- Drugfree Workplace
- Public Entity Crimes Statement Under § 287.133, Florida Statutes
- Scrutinized Vendor Certification Pursuant to Section 287.135, Florida Statutes

TAB 1
PROPOSAL PRICING





1 PROPOSAL PRICING

PROPOSAL FORM

On the following page you will find APTIM's Proposal Form.

PROPOSAL FORM

Section One:

In accordance with the terms and conditions stated in the Request for Proposals (RFP) requesting all goods and services for the Vulnerability Assessment, the undersigned proposes the following to the Village of North Palm Beach:

Aptim Environmental & Infrastructure, LLC (Proposer's legal name) certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum on an annual basis:

Fifty-eight thousand dollars

Written Dollar Amount

($ 58,000)

TAB 2
PERSONNEL QUALIFICATIONS





2 PERSONNEL QUALIFICATIONS

QUALIFICATIONS

On the following pages you will find our qualifications including firm, subconsultants, and proposed team.

APTIM At-A-Glance

Established
Aptim Environmental & Infrastructure, LLC (APTIM), a Louisiana Limited Liability Company incorporated on April 23, 2002

Employees Worldwide
3,000+

Offices
49

Services
Critical Infrastructure
Technical and Data Solutions
Program Management
Environmental Services
Resilience
Sustainability and Energy Solutions for
- Government Agencies
- Commercial and Industrial
- Energy Markets

Expertise
Emergency Response
Disaster Recovery
Environmental Assessment
Grant Management
Design and Construction Related Services
Construction Management
Cost Estimating

Website
www.APTIM.com



Aptim Environmental & Infrastructure, LLC (APTIM) offers the Village the recent and relevant experience of a firm that has **successfully managed 35 grant-funded programs valued at over $30B** and was ranked by Engineering News-Record (ENR) as a top 9 environmental management firm.

As a national environmental and engineering consulting firm, **APTIM is a recognized leader in environment, resilience, and sustainability services.** We are committed to building a sustainable future for communities and the natural world, accelerating the transition to a clean and efficient energy economy and creating a more inclusive and equitable environment that celebrates the diversity of our communities.

Our local offices have established a consortium of excellence to support delivery of the most useful vulnerability assessments and resilience plans in compliance with the Resilient Florida grant program guidance.

APTIM's resilience team not only has experience completing compliant vulnerability assessments but has experience pushing beyond requirements to incorporate a greater array of resilience metrics. Through our work on the Miami Dade Resilience Hubs Energy Vulnerability Assessment, we have mastered integrating energy resilience into overall vulnerability assessments and stand ready to employ results from this study into the Village's vulnerability assessment. Our team also stands ready to employ methods to better capture residential resilience, as learned through our hazard mitigation work with the New York City Housing Authority (NYCHA).

APTIM works to strengthen communities so they are prepared to resist climate change, bounce back after crisis, and rapidly recover with minimal assistance. We have planned for and implemented programs that mitigate impacts to critical assets, manage economic stressors and protect people. We understand the process of building resilience from assessment to implementation to iterative performance improvements and leveraging grant funding to achieve greater outcomes.

Experience with Vulnerability Assessments

The APTIM Team has a comprehensive understanding of vulnerability assessments and resilience planning best practices, including the criteria of regional and national ranking systems, relevant policy, resilience plans and research, and collaborative opportunities.

Our team consists of a variety of climate experts who specialize in local hazard modeling, assessments, and adaptation. Our experts have experience modeling local flood conditions and employing rainfall predictions and change factors established by the South Florida Water Management District (SFWMD) into scenario planning.

APTIM has recently finalized vulnerability assessments in accordance with state guidelines across more than twelve coastal and inland counties: Miami-Dade, Broward, Manatee, Sarasota, Lee, Monroe, Escambia, Santa Rosa, Okaloosa, Walton, Bay County, and Brevard, both at municipal and county levels **(Figure 2-1)**.



Figure 2-1 Municipal and County-Level Vulnerability Assessments and Adaptation Plans

APTIM employs a well-established methodology for assessments, ensuring normalized and unbiased results. Our proven process is known as AVA and stands for Automate, Verify, and Activate.



Data collection, mapping, analysis, ground-truthing and impact quantification have been refined and automated. Results of the automation process then go through a verification process involving extensive QA/QC, a deep dive into patterns, and a ground-truthing element where results are contextualized based on stakeholder and public experience.

Findings are then organized and reported in a tangible way that activates municipality discussion and implementation, ensuring all results are actionable.

The mature network of relationships available to support this project extends from grassroots social organizations in the unincorporated area, to in-house staff at the South Florida Water Management District, research and policy development partners at the United States Army Corps of Engineers (USACE) and the Florida Department of Transportation (FDOT).

Local knowledge will be critical for ground-truthing the results of the assessment and developing practical, feasible and detailed strategies for resilience.

SUBCONTRACTOR TEAM

APTIM is dedicated to partnering to achieve the Village's planning goals through insight, knowledge, and discipline. Our consultant will work together as a critical part of the team, bringing their expertise to address the needs of the Village.

We carefully and purposefully consider our partners based on our working relationship, including the integrity with which they have performed.

Our proposed team members bring relevant experience, a proven methodology based on a willingness to collaborate, and a depth of talent built upon the diversity of our experiences to this project.

MILLER LEGG
IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.

Providing **civil, stormwater and living shoreline engineering support,** Miller Legg is a statewide award-winning consulting firm that brings together the elements of planning, landscape architecture and urban design, engineering, surveying, environmental wetlands consulting, environmental engineering and geographic information systems services.

Miller Legg works successfully to improve communities and create environments for a variety of clients.

The firm has completed numerous municipal, county, state and federal projects ranging from city-wide GIS base mapping, environment sensitivity and characterization studies, neighborhood improvement projects, school site planning and neighborhood parks to regional water and sewer utilities, cemeteries, streets and highways, traffic engineering studies, drainage studies and design, and complete GIS services.

The firm's **GIS consulting services include: GIS database design, data conversion and processing; GIS/GPS integration; GPS data collection and system design, map production, remote sensing application and digital image collection, environmental modeling, feasibility and implementation studies, and municipal asset management.**

Our environmental professionals have **comprehensive experience in wetland delineations, wildlife surveys, mitigation feasibility studies, environmental assessments and audits, coastal, living shorelines, and resiliency analysis, mitigation design, planning and construction observation, arborist services, value engineering, cost evaluation and scheduling, and environmental permitting** for both public and private-sector clients.



WE UTILIZE OUR SUBCONTRACTORS
TO COMPLEMENT NOT SUPPLEMENT
OUR TEAM

STAFF QUALIFICATIONS

With the vision and experience to lead this project for the Village, **Samantha Danchuk, PhD, PE**, will serve as Project Manager and will oversee and spearhead all tasks. She is one of the foremost technical and policy experts on resiliency in Florida. Dr. Danchuk has 18 years of program/project management and resilient engineering experience, including seven years as Broward County's Assistant Chief Resilience Officer and Capital Program Administrator and 10 years as a coastal resilience engineer with projects in nine states. She has **experience in vulnerability and risk assessments, coastal hazard modeling, strategic flood and energy resilience policy, and futureproofed infrastructure engineering** serving to support environmental sustainability and redevelopment of vulnerable regions. She was the technical advisor for the Southeast Florida Regional Climate Change Compact.

Dr. Danchuk led the development of two regional sea level rise projections, multiple climate adaptation plans, heat and flood risk assessments, execution of two federal shore protection projects and implementation of national award-winning future conditions policy for redeveloping with sea level and groundwater rise. She is also a long term resident of the area with first hand observations during major floods and changes in shorelines and development.

Below is an overview of our proposed team and their respective roles.

Bridget Huston, MURP, AICP | Resilience Planner and Public Outreach

- Eight years of experience as a resilience planner with experience in vulnerability assessments
- Experience collecting, analyzing, and interpreting data for vulnerability assessments and conceptualizing adaptation strategies
- Experience with community outreach and engagement strategies

Cigdem Ozkan, PhD, PE, WEDG | Reslience Specialist/Coastal Engineer and Public Outreach

- Nine years of experience investigating innovative solutions to resiliency challenges
- Experience in collecting, analyzing, and interpreting data and conceptualizing adaptation strategies
- Experience in stormwater modeling, flood and erosion control, and coastal modeling
- Experience with community outreach and engagement strategies

Heather Vollmer, GISP | GIS Lead

- 24 years of GIS experience including maintenance, management, creation, quality control, spatial analysis of sediment resources, remote sensing, ground truthing and GPS field experience
- Creation of a geodatabase of sediment resources for the USACE Inventory of Regional Sediment Management

Hithaishi Hewageegana, PhD | Numerical Modeler

- Senior numerical modeler focused on hydrodynamics and morphodynamics in nearshore environments
- Experience with various coastal modeling projects from sediment transport to water quality collecting, from idealized conditions to multiyear hindcasts

Doris Otero, PhD, CFM| Coastal Engineer

- 12 years of experience managing diverse teams in coastal and beach nourishment projects throughout Florida

16
Vulnerability Assessments

17
Resilience Plans

- Expertise in supporting projects with FEMA PA submittals

Douglas Mann, PE, BC.CE | Coastal Engineer

- 37 years of experience in all aspects of coastal engineering including dredge and fill projects for material disposal and beach nourishment, beach and inlet engineering
- Experienced in Joint Coastal permitting, Environmental Resource permitting, and Florida Department of Environmental Protection (FDEP) Coastal Construction Control Line permitting

William Mohler, CA, TRAQ, PWS, CLI | Environmental Scientist / GIS Specialist

- 16 years of experience experienced in Geographic Information Systems (GIS) concepts, principles and practices
- Experience in digital map creation, geodatabase creation and utilization, geoprocessing, georeferencing and editing, digitizing, remote sensing, photo interpretation ground truthing and utilizing Arc Toolbox functions

Peter Pellerito, PE | Drainage Engineer

- 34 years of experience encompassing soil and groundwater remediation; water treatment and wastewater pre-treatment systems; water and wastewater pump stations and transmission lines; site planning; earthwork; drainage systems; paving and grading; erosion control / stormwater pollution prevention; roadway design and specifications
- Proficient in Civil 3D, Traffic Impact Statement analysis, open channel flow modeling, and lift station design

Saeid Zare | GIS Specialist

- Seven years of experience as a GIS Specialist
- Four years of experience extensively working on the preparation of existing land use maps, cartography, schematic GIS design and structure plans using GIS technology and ArcGIS software

Our proposed team is fully available and committed to this project from start to finish. The APTIM Team understands the importance of this project to the Village and is ready to dedicate the necessary time and resources to ensure its successful completion.

Our Organization Chart **(Figure 2-2)** presents our proposed personnel. This team possesses diverse skills, including knowledge of and experience with local climate modeling, geographic information systems (GIS), risk assessment methodologies, local environmental policy insights, and public engagement. **Collectively, the proposed APTIM Team has advanced 16 vulnerability assessments and 17 resilience plans.** Full resumes of each team member follow the organization chart.



The following team organization chart is structured to reflect deliverables per task.

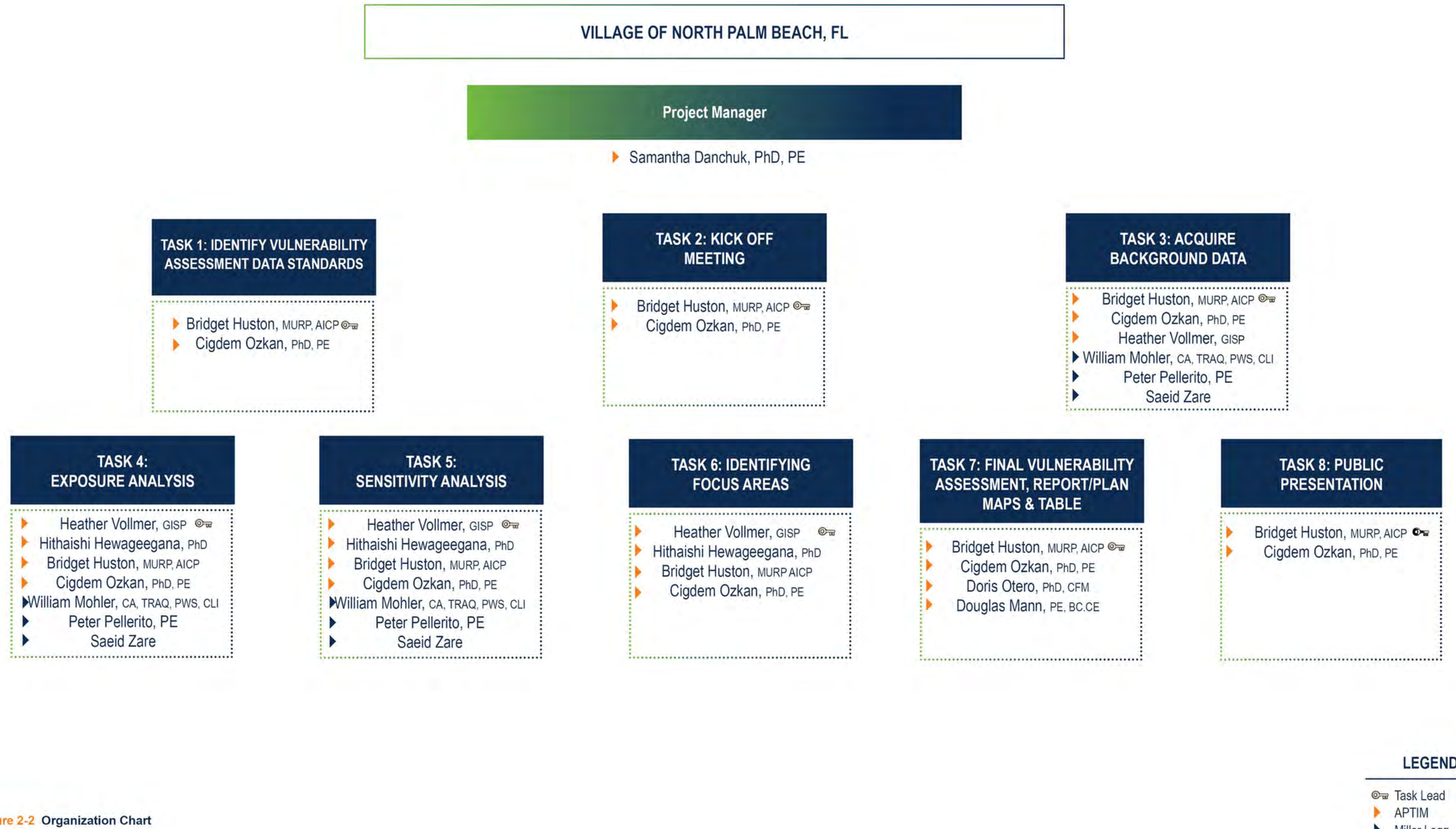


Figure 2-2 Organization Chart



SAMANTHA DANCHUK

PHD, PE - PROJECT MANAGER

CLIMATE AND COASTAL RESILIENCE LEAD | APTIM

18 YEARS
EXPERIENCE

EDUCATION

- PhD Civil Engineering, Louisiana State University
- MS Environmental Engineering, University of California, Berkeley
- BS Environmental and Civil Engineering, Florida State University

PROFESSIONAL LICENSE OR CERTIFICATION

- Professional Engineer, Civil, Florida
- LEED-Green Associate
- WEDG Associate
- Critical Infrastructure Protection, Texas A&M Engineering Facilitation
- Natural Resources Leadership Institute

SPECIAL SKILLS

- Project Management
- Vulnerability/Risk Assessment
- Community Outreach

PROFESSIONAL SUMMARY

Ms. Samantha Danchuk, PhD, PE, is the Program Manager for APTIM's Florida Resiliency Program. She has experience in vulnerability and risk assessments, coastal hazard modeling, strategic flood/energy resilience policy, and futureproofed infrastructure engineering serving to support environmental sustainability and redevelopment of vulnerable regions. She also has a strong reputation as a trusted source amongst regional and national climate adaptation networks and credited as the technical lead for nationally recognized policy and project case studies.

RELEVANT EXPERIENCE

Aptim Environmental & Infrastructure, LLC, Climate and Coastal Resilience Lead; June 2021–Present (3 years w/APTIM)

Project Manager; City of Delray Beach, Vulnerability Assessment & Adaptation Plan, Delray Beach, FL

Resilient Florida funded adaptation plan to address flooding across the city, both inland and along the intracoastal. Project included interviews to assess adaptive capacity, public outreach and staff engagement to inform adaptation strategies and plan development.

Project Manager; Escambia County Vulnerability Assessment

APTIM, in collaboration with Jacobs, is performing exposure and sensitivity analysis to assess vulnerabilities for critical assets and resources. Project was Resilient Florida grant funded and in compliance with guidance. Geospatial modeling, hazard analysis, risk calculations and mapping was included.

Project Manager; Okaloosa County Vulnerability Assessment

APTIM, in collaboration with Jacobs, is performing sensitivity analysis to assess vulnerabilities for critical assets and resources. Project was Resilient Florida grant funded and in compliance with guidance. Geospatial modeling, hazard analysis, risk calculations and mapping is included.

Project Manager; City of West Miami Vulnerability Assessment

Performing exposure and sensitivity analysis to assess vulnerabilities for critical assets and resources. Project was Resilient Florida grant funded and in compliance with guidance. Geospatial modeling, hazard analysis, risk calculations and mapping was included. Priority focus was given to schools, drainage infrastructure and parks.

HIGHLIGHTS

- Former Broward County Asst Chief Resilience Officer
- Resilience Capital Program Administrator
- Technical Advisor, SLR Projection Development and >12 RCAP implementation workshops
- Southeast Florida Regional Climate Change Compact
- 15 National Association of Counties Awards for resiliency policies and initiatives

RELATED STUDIES

- **Program Manager/ Coordinator Economics**

  Economic Impacts of Storm Surge and Tidal Flooding, COAST model in Hollywood, International Metropole Project

  Business Case for Resilience for Southeast Florida- return on in vestment of regional climate-resil ient infrastructure upgrades

  Dania Beach REMI Modeling- 1st of its kind application for sea level rise adaptation scenarios, basis for above.

- **Flood Risk**

  Flood Risk Management Study for Tidally Influenced Coastal Areas, USACE- storm surge and sea level rise modeling to inform infrastruc ture elevations

  Critical Infrastructure and Future Flood Resilience in South Florida, NOAA, Deltares and Broward, innovative visualization of direct and cascading flood impacts Cascading Effects of Future Flood ing Transportation Disruption, NOAA, Deltares, FIU, ICF

- **Adaptation**

  Decision Analysis for A Sustainable Environment, Economy & Soci ety (DASEES), EPA Urban Green Infrastructure Lab, Earth Econom ics, regulatory tools and incentives and financing

Project Manager; Captiva Island Flood Risk Vulnerability Assessment and Adaptation Plan

Responsible for coastal hazard vulnerability assessment, GIS risk mapping, resilient capital improvement plan and community adaptation strategy. Supported presentations to officials and special committee on sea level rise. Developed materials for public education on risk and coastal processes.

Project Manager; Longboat Key Sea Level Rise Vulnerability Assessment & Adaptation Plan

Resilience Engineer responsible for coastal hazard vulnerability assessment, risk mapping, resilient capital improvement plan and community adaptation strategy.

Project Manager; Resilient Florida Adaptation Planning Guidebook and Performance Metrics, Florida

State guidebook on adaptation planning and development of performance metrics and technical standards for projects funded by state resilience grants. Tasks included engaging stakeholders statewide to incorporate feedback on best practices, legislative compliance review and guidebook development with example methods and tasks.

Project Manager; Central Florida Military Installation Resilience Review (MIRR)

Environmental, socioeconomic, and future conditions vulnerability assessment of the ability of the military to carry out its missions at Patrick Space Force Base, Cape Canaveral Space Force Station, Naval Support Activity Orlando, and related support facilities.

Project Manager; AARFRC Atlantic Council–Miami Dade County Resiliency Hub & Vulnerability Assessment

Countywide risk assessment of electrical infrastructure and social vulnerabilities to support siting of resilience hub prototypes. Developed new methodology for weighting energy burden, local system reliability and infrastructure risk by census tract. Developed criteria and questions for stakeholder outreach and interviewed residents.

Project Manager; South Florida Military Installation Resilience Review (MIRR), Vulnerability Assessment & Data Collection

Environmental, socioeconomic, and future conditions vulnerability assessment of the ability of the military to carry out its missions on Homestead Air Force Reserve Base, SOUTHCOM, Naval Surface Warfare Center and Naval Air Station Key West that could be mitigated through community investments and solutions. Interviewed focus groups of data owners including utilities, local governments, and infrastructure owners to identify vulnerabilities. Supported organization and presentations for workshops to identify critical missions, project objectives and potential projects.

Project Manager; Northwest Florida Military Installation Resilience Review (MIRR), Vulnerability Assessment & Data Collection

Environmental, socioeconomic, and future conditions vulnerability assessment of the ability of the military to carry out its missions on Eglin Air Force Base, Hurlburt Field, Naval Support Activity Panama City, Naval Air Station Pensacola, Tyndall Air Force Base, Naval Air Station Whiting Field, and major tenant units. Tasks included data collection, modeling impacts of potential threats, resilience assessment, asset prioritization, and base and community engagement.



BRIDGET HUSTON

MURP, AICP - RESILIENCE PLANNER

CLIMATE AND URBAN RESILIENCE SPECIALIST | APTIM

8 YEARS
EXPERIENCE

EDUCATION

- MS, Urban and Regional Planning, Florida Atlantic University
- MS Environmental Science, Florida Atlantic University
- BS Biology, University of Florida

SPECIAL SKILLS

- Vulnerability/Risk Assessment
- Technical Writing
- Data Collection and Analysis
- Community Outreach

PROFESSIONAL SUMMARY

Ms. Bridget Huston is an experienced resilience planner and project assistant. She has experience with vulnerability assessments, applying visualization and climate scenario tools for project evaluation, hazard mitigation and adaptation plan development and implementation, grant proposal and report writing, qualitative and quantitative data collection and analysis, community outreach, and surveying.

RELEVANT EXPERIENCE

Aptim Environmental & Infrastructure, LLC, Climate and Urban Resilience Specialist; June 2022–Present (2 years w/APTIM)

Resilience Project Manager, City of Delray Beach, Vulnerability Assessment & Adaptation Plan, Delray Beach, FL

Assisted in the development of the Adaptation Plan for the City of Delray Beach. Responsibilities included conducting comprehensive research on climate impacts, engaging with city officials and the public to gather input, and drafting the adaptation strategies.

Resilience Project Manager; Escambia County Vulnerability Assessment

Working with Jacobs in evaluating and addressing vulnerabilities in Escambia County. Key responsibilities include utilizing advanced analytical tools to assess flood exposure, sensitivity, and risk, and leading a team to gather and analyze impacts.

Resilience Project Manager; City of West Miami Vulnerability Assessment

Leading the comprehensive vulnerability assessment for the City of West Miami. Responsibilities included data collection, flood hazard mapping, identifying and analyzing risks to critical assets and community infrastructure associated with flooding of various types and collaborating with local stakeholders to gather critical data.

Deputy Project Manager; Captiva Island Flood Risk Vulnerability Assessment & Adaptation Plan

Responsible for collecting, analyzing, and interpreting hazard and critical infrastructure data, conceptualizing adaptation strategies, and completing the vulnerability assessment report. Created funding opportunities matrix for adaptation strategies and informative community outreach resources.

Resilience Project Manager; Okaloosa County Vulnerability Assessment

APTIM, in collaboration with Jacobs, is performing sensitivity analysis to assess vulnerabilities for critical assets and resources. Project was Resilient Florida grant funded and in compliance with guidance. Geospatial modeling, hazard analysis, risk calculations and mapping is included.



CIGDEM OZKAN

PHD, PE, WEDG – RESILIENCE SPECIALIST AND COASTAL ENGINEER

CLIMATE AND COASTAL RESILIENCE ENGINEER | APTIM

9 YEARS
EXPERIENCE

EDUCATION

- PhD Civil and Environmental Engineering, University of Central Florida
- MS Civil and Environmental Engineering, University of Central Florida
- BS Civil Engineering, Middle East Technical University, Ankara, Turkey

PROFESSIONAL LICENSE OR CERTIFICATION

- Professional Engineer, Civil, Florida
- Waterfront Edge Design Guidelines (WEDG) Associates

TRAINING

- ICPR4, Online, 2022

SPECIAL SKILLS

- Vulnerability/Risk Assessment
- Community Engagement
- Data Collection / Analysis
- Technical Writing
- FEMA Coastal Flooding

PROFESSIONAL SUMMARY

Ms. Cigdem Ozkan, PhD, PE, has nine years of experience investigating innovative solutions to resiliency problems and energy demands through an environmentalist approach. Ms. Ozkan integrates nature-based solutions with engineered infrastructures to resolve complex environmental challenges

RELEVANT EXPERIENCE

Aptim Environmental & Infrastructure, LLC, Climate and Coastal Resilience Lead; June 2023–Present (1 year w/APTIM)

Resilience Engineer; City of Delray Beach, Vulnerability Assessment & Adaptation Plan, Delray Beach, FL

Assisted in the development of the Adaptation Plan for the City of Delray Beach. Responsibilities included conducting comprehensive research on climate impacts, engaging with city officials and the public to gather input, and drafting the adaptation strategies.

Resilience Engineer; Escambia County Vulnerability Assessment

Working with Jacobs in evaluating and addressing vulnerabilities in Escambia County. Key responsibilities include utilizing advanced analytical tools to assess flood exposure, sensitivity, and risk, and leading a team to gather and analyze impacts.

Resilience Engineer; City of West Miami Vulnerability Assessment

Assisted with the comprehensive vulnerability assessment for the City of West Miami. Responsibilities included data collection, flood hazard mapping, identifying and analyzing risks to critical assets and community infrastructure associated with flooding of various types and collaborating with local stakeholders to gather critical data.

Resilience Engineer; Captiva Island Flood Risk Vulnerability Assessment & Adaptation Plan

Assisted with collecting, analyzing, and interpreting hazard and critical infrastructure data, conceptualizing adaptation strategies, and completing the vulnerability assessment report. Created funding opportunities matrix for adaptation strategies and informative community outreach resources.

Resilience Engineer; Central Florida Military Installation Resilience Review (MIRR)

Environmental, socioeconomic, and future conditions vulnerability assessment of the ability of the military to carry out its missions at Patrick Space Force Base, Cape Canaveral Space Force Station, Naval Support Activity Orlando, and related support facilities.



HEATHER VOLLMER

GISP - GIS SPECIALIST

GEOSPATIAL SYSTEMS SENIOR SPECIALIST I | APTIM

24 YEARS
EXPERIENCE

EDUCATION

- MS Environmental Studies, Florida International University
- BS Environmental Studies, Stockton University

PROFESSIONAL LICENSE OR CERTIFICATION

- Certificate of Geographic Information Systems GIS Professional (GISP)

SPECIAL SKILLS

- Ocean/Coastal GIS in Florida
- Story Mapping

PROFESSIONAL SUMMARY

Ms. Heather Vollmer is a GIS professional with 24 years of experience in GIS data mining, engineering and maintenance, remote sensing, spatial analysis, supporting documentation and web app development. She is heavily involved in innovating the application of geospatial technologies to further advance the understanding of coastal management. Since joining APTIM in 2006, Ms. Vollmer has been charged with providing geospatial technological support to streamline and improve client projects and deliverables.

RELEVANT EXPERIENCE

Aptim Environmental & Infrastructure, LLC, Geospatial Systems Senior Specialist I, October 2006–Present (18 years w/APTIM)

GIS Specialist; Escambia County Vulnerability Assessment, FL
Ms. Vollmer is responsible for all GIS spatial analysis, data creation, maintenance, and QA/QC, supporting report documentation (figures, tables, technical write-ups).

GIS Specialist; City of West Miami Vulnerability Assessment, FL
Ms. Vollmer is responsible for all GIS spatial analysis, data creation, maintenance, and QA/QC, supporting report documentation (figures, tables, technical write-ups).

GIS Specialist; Town of Longboat Key Sea Level Rise and Recurring Storms Adaptation Plan
Ms. Vollmer is responsible for all GIS spatial analysis, data creation, maintenance, and QA/QC, supporting report documentation (figures, tables, technical write-ups).

GIS Specialist; Sea Level Vulnerability Assessment & Adaptation Plan, Captiva Island, FL
Collected, analyzed, and interpreted data, conceptualized adaptation strategies, and completed assessment report. Responsible for all GIS spatial analysis, data creation, maintenance, and QA/QC, supporting report documentation (figures, tables, technical write-ups).

GIS Specialist; South Florida Military Installation Resilience Review (MIRR), South Florida
Collected data for four local military installations across three counties via continuous outreach and research. Analyzed results and produced summary graphics and trends for the exposure, sensitivity, adaptive capacity, and risk analyses.



HITHAISHI HEWAGEEGANA

PHD - NUMERICAL MODELER

SENIOR NUMERICAL MODELER | APTIM

9 YEARS
EXPERIENCE

EDUCATION

- PhD Coastal Engineering University of Florida
- MS, Coastal Engineering Delft University of Technology (TU Delft), The Netherlands
- BS Civil Engineering University of Moratuwa, Sri Lanka

SPECIAL SKILLS

- Expertise in hydrodynamic, morphodynamic and water quality modeling and analysis
- Expert proficiency in numerical modeling with XBeach, ROMS
- Expert proficiency in programming with Python and ArcGIS
- Proficiency in numerical modeling with Delft3D and SWASH

PROFESSIONAL SUMMARY

Mr. Hithaishi Hewageegana, PhD is a senior numerical modeler focused on hydrodynamics and morphodynamics in nearshore environments. He has gained experience in applying advanced numerical models to solve nearshore problems. He is also a competent programmer in MATLAB, FORTRAN, and Python and skilled in ArcGIS and programming using Arcpy modules. He has worked in various coastal modeling projects from sediment transport to water quality, from idealized conditions to multiyear hindcasts, and from 1D models to hundreds of square km coastal and estuarine systems.

RELEVANT EXPERIENCE

Aptim Environmental & Infrastructure, LLC, Senior Numerical Modeler, March 2023–Present (1 year w/APTIM)

Numerical Modeler; Escambia County Vulnerability Assessment, FL
Summarizing the GIS data, wrote and run the scripts which extract the data from the geodatabases, creating the summarizations. Key responsibilities include utilizing advanced analytical tools to assess flood exposure, sensitivity, and risk, and leading a team to gather and analyze impacts.

Numerical Modeler; City of West Miami Vulnerability Assessment, FL
Summarizing the GIS data, wrote and run the scripts which extract the data from the geodatabases, creating the summarizations. Responsibilities included data collection, flood hazard mapping, identifying and analyzing risks to critical assets and community infrastructure associated with flooding of various types and collaborating with local stakeholders to gather critical data.

Numerical Modeler; Pinellas County Sand Key Structural Evaluation, Pinellas County, FL
Performed littoral budget development and analyzed the sediment transport patterns in the project area to support analysis of the implementation of possible coastal structures.

Numerical Modeler; Indian River County, Florida Modeling Memorandum Sebastian Inlet TAC
Performed quality control review of the IRC numerical modeling and implemented a series of modeling improvements, assisted the project manager in finalizing the deliverables to the client.

Numerical Modeler; Terrebone Parish, LA Flood Elevation Review
Performing data review and flood modeling in support of the parish. Anticipated services: coastal engineering with emphasis on numerical modeling.



DORIS OTERO

PHD, CFM - ADAPTATION SPECIALIST

PROJECT MANAGER | APTIM

12 YEARS
EXPERIENCE

EDUCATION

- PhD, Environmental Engineering, Texas A&M University-Kingsville
- MS, Environmental Engineering, Texas A&M University-Kingsville
- BS, Environmental Engineering, Universidad Pontificia Bolivariana, Bucaramanga, Colombia

PROFESSIONAL LICENSE OR CERTIFICATION

- Certificate Floodplain Manager

SPECIAL SKILLS

- Coastal and Environmental
- Beach Nourishment
- Coastal Structures
- Numerical Modeling of Coastal Processes
- Inlet Management

PROFESSIONAL SUMMARY

Mrs. Doris Otero, PhD, CFM is a Project Manager providing a variety of management and engineering services. She has managed diverse teams in coastal and beach nourishment projects throughout Florida. Her expertise includes supporting projects with FEMA PA submittals. Her recent projects have included engineering analysis, development of construction plans and specifications, project administration, construction bidding support and administration, post-construction monitoring calculations, construction observations and report preparation.

RELEVANT EXPERIENCE

Aptim Environmental & Infrastructure, LLC, Project Manager, December 2013–Present (12 years w/APTIM)

Coastal Engineer; City of Delray Beach, Canal Vulnerability Assessment, Delray Beach, FL

Assisted in assessment of City's vulnerability to future seasonal flooding and identified potential options to protect infrastructure and citizen's property. Reviewed available water level data, analyzed return periods of extreme events, and considered sea level rise guidance to determine water level projections for the City's requested 30-year and 75-year plan.

Coastal Engineer and Modeler; Texas Coastal Resiliency Plan for the Protection of Critical Infrastructure along the Texas Coast

Assisted in the coastal resiliency study for the State of Texas. Compiled information from 22 different coastal Texas counties. Organized information into a database to create online decision supporting tool.

Coastal Engineer; Captiva Island Post-Hurricane Ian Assessment & Reporting, FL

Developed and prepared the storm impact assessment engineering report. The report summarized and discussed post-storm survey data and impacts from Hurricane Ian on the Captiva Island nourishment project. The data obtained from the beach profile topographic and hydrographic surveys was plotted and compared to the latest survey collected in November 2021. Shoreline and volume changes relative to the November 2021 survey were computed. The report included graphical representations of volumetric comparisons and shoreline position changes. The background erosion since the pre-storm condition was also estimated using existing survey data and separated from storm-related impacts. A cost estimate to repair the damages using the measured changes was provided. The permitted sand sources were also listed in the report.



DOUGLAS MANN

PE, BC.CE - COASTAL ENGINEER

LEAD COASTAL ENGINEER | APTIM

37 YEARS
EXPERIENCE

EDUCATION

- MS, Coastal and Oceanographic Engineering, University of Florida
- BCE, Civil Engineering, University of Delaware

PROFESSIONAL LICENSE OR CERTIFICATION

- Professional Engineer, Florida
- Board Certified in Coastal Engineering by Academy of Coastal Ocean, Port, and Navigation Engineers, ASCE

SPECIAL SKILLS

- Completed 50 coastal and marine infrastructure projects

PROFESSIONAL SUMMARY

Mr. Douglas Mann, PE, BC.CE, has worked as a coastal engineer with APTIM since 1987. He is experienced in all aspects of coastal engineering including dredge and fill projects for material disposal and beach nourishment, beach and inlet engineering, coastal structure design (including breakwaters, groins, seawalls, jetties, and Permeable Adjustable Groin (PAG) design) as well as marine-related upland structures. He has been involved in the design of boat ramps, marina renovations, and other boating related projects. He is experienced in Joint Coastal permitting, Environmental Resource permitting, and Florida Department of Environmental Protection (FDEP) Coastal Construction Control Line permitting. He was awarded the Florida Shore & Beach Preservation Association Per Bruun Distinguished Service Award in 2017.

RELEVANT EXPERIENCE

Aptim Environmental & Infrastructure, LLC, Lead Coastal Engineer February 1987–Present (37 years w/APTIM)

Coastal Engineer; Longboat Key Sea Level Rise Vulnerability Assessment & Adaptation Plan
Performed preliminary assessment of vulnerabilities to private and public infrastructure due to sea level rise and recurring storm events. Project manager for the data collection of stormwater infrastructure, and bulkhead elevations in critical areas of the Town.

Coastal Engineer; City of Delray Beach, Canal Vulnerability Assessment, Delray Beach, FL
City-wide Intracoastal Waterway seawall and stormwater outfall inspections and assessed sea level rise for 30- and 75-year horizons. Outline capital improvements for public and private infrastructure.

Engineer of Record; Nathan Benderson Park South Shoreline Stabilization, Sarasota County, FL
Revetment reconstruction, revetment extension and boat ramp repairs along the ¼ mile south shoreline. Project addressed impacts from Hurricane Ian on large inland lake.

Project Manager, Sanibel Island Causeway Shoreline Stabilization Project, Lee County, FL
Stabilization project to address the erosion on San Carlos Bay and Pine Island Sound shorelines of Sanibel Causeway and to address the stormwater runoff from the causeway road. Project addressed impacts to upland infrastructure, and shoreline recession, while taking into consideration adjacent seagrass habitats and recreational areas used by the public.



WILLIAM MOHLER

CA, TRAQ, PWS, CLI - GIS SPECIALIST

GIS SPECIALIST | MILLER LEGG

16 YEARS
EXPERIENCE

EDUCATION

- BS, Ecology, Minor in Geography, Florida Atlantic University

PROFESSIONAL LICENSE OR CERTIFICATION

- FDEP Stormwater, Erosion & Sedimentation Inspector, FL
- FDOT Intermediate Mainte nance of Traffic , FL
- ISA Tree Risk Assessment Qualification
- Professional Wetland Scientist
- ISA Intro to Urban Forestry
- Advanced Airport Wildlife Haz ard Management , FL
- SFWMD Certified Airboat Pilot

SPECIAL SKILLS

- Software including ESRI Arc GIS Trimble Arc pad, Li-Cor, TREC, SPOT, GPS, LI DAR, Dynamax TDP Sap Flow systems
- Created thematic maps of the Everglades Water Conserva tion Areas, wetland and upland maps for mitigation projects, geographic distribution maps

PROFESSIONAL SUMMARY

Mr. Mohler is experienced in Geographic Information Systems (GIS) concepts, principles and practices, regularly analyzes GIS data. His GIS experience includes: digital map creation, geodatabase creation and utilization, geoprocessing, georeferencing and editing, digitizing, remote sensing, photo interpretation ground truthing and utilizing Arc Toolbox functions. He has experience with geographic/cartographic sciences, and has significant knowledge of coordinate system, projections and georeferencing techniques.

RELEVANT EXPERIENCE

Miller Legg, GIS Specialist; 2013–Present (11 years w/Miller Legg)

City of Miami Beach South Beach Boardwalk Dune & Tree Survey and GIS Mapping

Updated previous 1,100 LF topographic and Coastal Construction Control Line (CCCL) survey for a FDEP Coastal Construction permit. The topography included trees and above ground improvements. Beach transects were established to the Mean Water Line and CCCL and Erosion Control Lines were also established. The dune vegetation survey included herbaceous, shrub and tree species. Vegetation data was collected using a sub-meter Trimble GPS unit. In addition a tree inventory for coastal tree species and associated attributes was conducted by our Certified Arborists and displayed on digital maps.

Florida Atlantic University (FAU) Habitat Assessment and GIS Mapping

Since 2009, Miller Legg has been conducting habitat assessments biannually at the FAU preserve area consisting of 98.5 acres that will remain in perpetuity as a natural habitat.

Town of Davie Judy Paul Farm Park at Governor Leroy Collins Grounds

Providing civil engineering, surveying, landscape architecture, and environmental services as part of the MC Harry team. The park will provide volunteer opportunities, farm tours, field trips, summer camps, community gardens, and equestrian programs for the special needs population. Our civil engineering scope includes earthwork analysis; paving, grading and drainage; water and sanitary sewer, pavement marking and signage, stormwater pollution prevention; offsite improvements; phasing plans, permitting through the Town and other agencies; and construction administration. The wetlands scope includes wetlands due diligence using GIS mapping.

Town of Davie New Town Hall Engineering Design Criteria Package (DCP)

Provided surveying and the engineering Design Criteria Package as a subconsultant to Justin Architects. Boundary and topographic surveying was completed using laser scanner technology and conventional surveying methods. The dense tree canopy on the southern portion of the site proved a challenge for the scanner crew. The scope also includes GIS mapping, bidding and permitting assistance and construction administration.



PETER PELLERITO
PE - DRAINAGE ENGINEER

DRAINAGE ENGINEER | MILLER LEGG

34 YEARS
EXPERIENCE

EDUCATION
- BS, Engineering, Universiity of Florida

PROFESSIONAL LICENSE OR CERTIFICATION
- Professional Engineer, Florida

SPECIAL SKILLS
- Soil and groundwater remediation
- Water treatment and wastewa ter pre-treatment systems
- Traffic Impact Statement analysis, open channel flow modeling and lift station design

PROFESSIONAL & CIVIC ACTIVITIES
- Professional Engineer, Florida

PROFESSIONAL SUMMARY
Mr. Pellerito has experience and expertise in both small and largescale municipal and private sector, high complexity infrastructure projects. Peter has successfully led multidisciplinary teams in planning and design on a wide range of civil engineering projects. His project experience encompasses soil and groundwater remediation; water treatment and wastewater pre-treatment systems; water and wastewater pump stations and transmission lines; site planning; earthwork; drainage systems; paving and grading; erosion control / stormwater pollution prevention; roadway design and specifications. He is proficient in Civil 3D, Traffic Impact Statement analysis, open channel flow modeling, and lift station design.

RELEVANT EXPERIENCE
Miller Legg, Drainage Engineer; 2018–Present (6 years w/Miller Legg)

South Florida Water Management District (SFWMD) Stormwater Treatment Area (STA) 1 W Refurbishments PBC
Part of a dewatering and demucking effort to return Stormwater Treatment Area (STA) 1 West to a natural condition owing to the current disturbed state of the wetlands which has led to the proliferation of exotic/invasive vegetative systems. The project is connected to the Comprehensive Everglades Restoration Plan (CERP) initiative which contains multiple STAs.

City of Dania Beach Southeast Drainage Improvements Phase 2
Miller Legg provided civil engineering, permitting and landscape architecture services for this drainage improvement project which addressed flooding issues at the 103-acre neighborhood bounded by SE 3rd Street to the North, SE 2 Ave to the West, SE 7 Street to the South and SE 5th Avenue to the East. Drainage solutions included pump stations, drainage wells, and exfiltration trenches to reduce flooding, including duration and severity, reduce neighborhood impacts and mitigate project costs. Miller Legg was a subconsultant to WSP USA.

Seminole Tribe of Florida (STOF) Big Cypress Reservation Siphon Basins Redesign
Provided a conceptual layout and redesign of hydrating structures for proper wetland hydroperiod restoration at The Siphon Redesign project (Basins 1 and 2) on the Big Cypress Seminole Indian Reservation. The scope encompassed surveying, structural, inlet design, construction plans and bid package, scheduling, opinion of cost, installation schedule, environmental and construction permitting and coordination with SFWMD and USACOE, bidding assistance, contractor selection, construction observation, and Engineer of Record services.



SAEID ZARE
GIS SPECIALIST

GIS SPECIALIST | MILLER LEGG

8 YEARS
EXPERIENCE

EDUCATION

- Master of Arts and Environ mental Sciences , Civil Engineering, Geomatics and Transportation, Florida Atlantic University
- MS, Remote Sensing & Geographic Information Systems, University of Tabriz, East Azerbaijan
- BS, Architectural Engineering Urmia University, Iran

PROFESSIONAL LICENSE OR CERTIFICATION

- Professional ArcGIS
- Professional AutoCAD

SPECIAL SKILLS

- Preparation of existing land use maps, cartography,
- Schematic GIS design and structure plans using GIS technology and ArcGIS software

PROFESSIONAL SUMMARY

Mr. Zare is a GIS Specialist with experience providing GIS services. He has experience in geospatial and remote sensing data analysis. He is proficient in designing and implementing GIS solutions to address complex spatial challenges. Specific experience he has includes geospatial data processing, digital image processing, geospatial analysis, GIS programming, Web GIS development, unmanned aerial systems, remote sensing of the environment, computer vision and photogrammetry.

RELEVANT EXPERIENCE

Miller Legg, GIS Specialist; May 2024–Present (<1 year/Miller Legg)

Broward County Parks and Recreation West Lake Park Phase 4

Miller Legg was again selected to provide both environmental and engineering services for this1,500-acre Broward County and State-owned tidal estuarine park in Hollywood, this time for the fourth (4th) segment. The scope of services includes mitigation design and dredge and fill permitting through US Army Corps of Engineers (USACOE) and Florida Fish and Wildlife Conservation Commission (FWCC) to encourage natural/pioneer mangrove propagation, preservation of existing mangroves, negotiation of permit modifications through Broward County Environmental Protection Department (BCEPD), South Florida Water Management District (SFWMD) and USACOE services.

FEMA Watershed Master Plan Program, Phase 2 (Individual Experience)

As a Research Assistant at FAU's Department of Civil, Environmental and Geomatics Engineering, Center for Water Resiliency and Risk Management, Mr. Zare worked with FEMA's Bureau of Mitigation for a Hazard Mitigation Grant project on the 477,000-acre Watershed Master Plan Program, Phase 2 in Charlotte County, FL.

UAS-Based Multi-Spectral Shoreline Change Detection and Vegetation (Individual Experience)

As part of a project funded by the Bureau of Land Management in Jupiter, Palm Beach County, Mr. Zare was a Research Assistant and performed UAS-based multi-spectral shoreline change detection and vegetation for species monitoring of the Jupiter Inlet Lighthouse Outstanding Natural Area.

Broward County Design for Improvements at Andrews Avenue Corridor

For this County roadway corridor improvement project, Miller Legg is providing GIS and Surveying services including 3D laser scanning in the field, processing the point clouds (Registration, classification, conversions etc.) and digitizing the point clouds to produce the DTM maps. Miller Legg is a subconsultant to Marlin Engineering.

TAB 3
PROJECT MANAGEMENT PLAN





3 PROJECT MANAGEMENT PLAN

APPROACH & METHODOLOGY

The APTIM Team has reviewed and understands the tasks and goals outlined in the *Village of North Palm Beach Vulnerability Assessment Study* RFP. Our approach will capitalize on the knowledge and experience of our project team and will assimilate background information and framework provided by the Village's documents and research.

We have the capability to execute the responsibilities and are experienced in each of the tasks and deliverables. **Informed by our team's expertise in flood modeling and vulnerability assessment projects, we anticipate minimal challenges.** Our goal is to create advanced tools and methodologies for analyzing vulnerability and resilience indicators. We understand the development of the Final Vunerability Assessment Study represents a critical mission for the Village to assess the vulnerability of its infrastructure and critical facilities resulting in the development of mitigation and adaptation strategies for existing and future infrastructure. APTIM will propel the Village's resilience mission forward by ensuring all scope tasks are completed to support the state's interest in withstanding future events and minimizing unavoidable impacts.

Together, our diverse team of coastal engineering, academicians, and scientific experts has successfully designed, obtained permits, managed construction, and monitored numerous significant projects related to flood protection, coastal management, transportation, remediation and energy in the State of Florida.

We developed our approach based on:

1) **An experienced and well-integrated project team that embeds staff from our team members directly into our organization.**
2) **A responsive organizational structure with clearly defined lines of authority.**
3) **Proven project management procedures to enhance safety, quality, cost, schedule effectiveness, and coordination with stakeholders.**
4) **Experienced project management staff that has direct work experience associated with the scope of the contract.**
5) **Structured resource management processes to oversee workload fluctuations, maximize resource efficiencies, and control costs.**

PROJECT MANAGEMENT PLAN

The overall project process, including all major tasks, is outlined in **(Figure 3-1)**. The Project Timeline, **(Figure 3-11)**, illustrates the proposed schedule and marks project milestones.

APTIM's goal is to include various engagement styles to include public outreach and engagement meetings. Meeting materials and summary reports from these outreach efforts will be produced and delivered at the commencement of the meetings. Tasks are listed below which accounts for review by internal, the Village and FDEP staff.

TASK 1: IDENTIFY VULNERABILITY ASSESSMENT DATA STANDARDS

The APTIM Team will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to create the Vulnerability Assessment (VA) based on the requirements as defined in Section 380.093, F.S. The data standards will comply with the requirements defined in Section 380.093, F.S., as of the date of beginning data collection efforts.

Prior to conducting the work for the Project, APTIM will provide the proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA Plan.

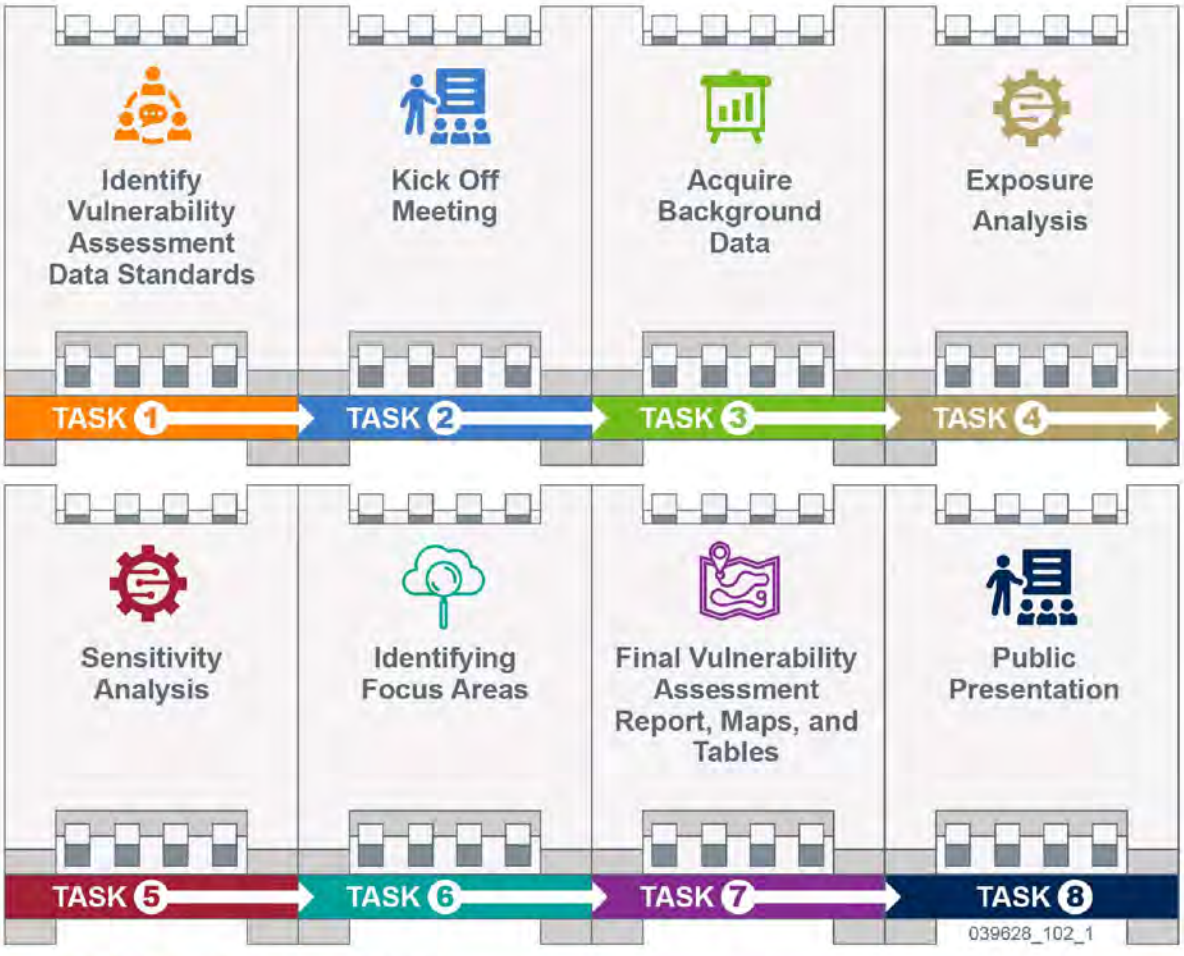


Figure 3-1 Project Process Overview

TASK 2: KICK OFF MEETING

APTIM will first develop an overall project management plan and address initial actions before conducting a kick-off meeting with the Village's staff. The **Project Management Plan** will serve to realize project goals, deliverables, and reporting requirements, and will communicate a shared understanding of scope of work, format of deliverables, and timeline for project benchmarks. This Plan will also establish communication protocols, meeting minutes, agendas and schedules that document all decisions and agreed upon outcomes, and design and process standards, as well as track and delineate project management activities and reporting to assist the Village Project Team in complying with FDEP reporting submission requirements and deadlines **(Figure 3-2).** APTIM will also create an outline and an "Action Plan" for the accomplishment of all tasks, as applicable.



Figure 3-2 Steering Committee Meetings and Example Materials from South Florida Military Resilience Review (MIRR)

TASK 3: ACQUIRE BACKGROUND DATA

Acquiring background data is essential to the entire vulnerability assessment process and must be as thorough and complete as possible. APTIM has experience with complying with data requirements as defined in Florida Statutes 380.093, which focuses on three major data types - critical and regionally significant assets, topographic data, and flood scenario-related data. Before APTIM can begin the exposure analysis, APTIM will assure data has been acquired for all necessary assets and key facilities within the Village. APTIM's ongoing work in the State of Florida positions us to be a great and experienced fit for this work. APTIM has a geodatabase created which includes drinking water and wastewater infrastructure data, which would be utilized to complete the local asset inventory for the Village.

BUILDING DATA SETS

In APTIM's experience with conducting vulnerability assessments, comprehensive data sets of utility infrastructure do not always exist. As a result, asset mapping involves meeting with utility owners to locate existing networks and generate new data sets which capture the intricacies and interdependencies of utilities and local infrastructure. While baseline principal data is often available and can suffice for state compliance purposes, this supplemental step of meeting with the data owners and professionals allows the APTIM Team to ground truth data and build real-time datasets to assure we have captured the entirety of the local infrastructure picture.

Critical and Regionally Significant Assets

The critical asset inventory will be reviewed to ensure all required asset types are accounted for:

- Transportation assets and evacuation routes, including major and minor arterials, local roads, bridges, and waterways
- Critical infrastructure assets including drainage structures, lift stations, impacts on utility companies whose facilities service the Village (SUA, FPU, AT&T, etc.), roadside swales and/or stormwater treatment facilities, hazardous waste facilities, and potential disaster debris management sites
- Critical community and emergency facility assets such as Village Hall, Public Safety, North Palm Beach Country Club, Anchorage Park, Community Center, Osbourne Park, and other Village facilities
- Other Village assets may be identified following further scope development

APTIM will also search for and review Village-specific geospatial data publicly available online, will query for reference documents related to hazards and ongoing efforts within the Village and finally will search for new items of interest found in data sources already collected.

Village data and information regarding each of the Village or privately owned assets' location, ownership, and condition will support further classification of the asset inventory.

Building elevation certifications will be collected to better inform elevation adjustments and more accurately determine flood depth predictions. When data is not available online, the APTIM Team will request geospatial information and shapefiles from the Village to support the development of the asset inventory.

Data gap analyses will be performed iteratively, and subsequent stakeholder outreach will be conducted to address outstanding needs. During data collection and asset inventory creation, the APTIM Team will meet with stakeholders and private utility representatives and data owners to request data files, documents, and commentary on items necessary for the vulnerability assessment or relevant to the project scope. **Figure 3-3** depicts a meeting with local data owners and stakeholders for the South Florida Military Resilience Review Project with the same intention. Data request examples (online review will precede request) include GIS shapefiles or coordinates of facilities/assets and critical facilities, plans, and Village goals related to key infrastructure and networks. Interviews will also provide stakeholders with the ability to identify additional stakeholders that represent different segments of the population and represent, own, and maintain various infrastructure sectors.



Figure 3-3 Ms. Samantha Danchuk, PhD, PE, Meeting with Data Owners and Stakeholders from South Florida Military Resilience Review (MIRR)

APTIM will coordinate with Village staff to initiate preliminary outreach to identify stakeholders and community influencers, align with their existing engagement platforms, and prioritize their near-term priorities that may align with the project. The data collected will be consistent with project scope requirements and state guidance for vulnerability assessments and will be inclusive of the best available public data. As data is collected, it will be tracked via spreadsheet and deposited into the Project Resources Archive or Geodatabase. Based on the regional asset inventory developed for the project and information collected from stakeholders, the critical assets and threats and hazards of concern to be included in the vulnerability assessment will be determined.

Flood Scenario–Related and Topographic Data

Recent LiDAR for the Village and building elevation certificates, as available, will be collected and utilized to determine flood depths under various scenarios. The APTIM Team will review the online list of elevation certificates provided by the Village's Building Department and will request certificates as needed.

APTIM will establish water level elevations for sea level rise, storm surge, and tidal flooding.

- **Sea Level Rise** analysis tools from the Florida Department of Transportation and others have documented impacts in the study areas. These existing peer-reviewed modeling result datasets will be used for the vulnerability assessment. The University of Florida GeoPlan Center Sea Level Scenario (SLS) Sketch

Planning Tool will be used to model different sea level rise scenarios from NOAA's 2017 intermediate-high and intermediate-low SLR projections for 2040 and 2070 at a minimum, and optionally, other projections available from NOAA Digital Coast website, Florida Flood Hub.

- **Storm Surge** inundation model results will be obtained from the South Florida Water Management District, NOAA National Hurricane Center (NHC), USACE South Atlantic Coastal Study and the Engineering Research Development Center (flood insurance rate map modeling). Storm surge data will be equal to or will exceed the 100-year return period flood event or presented for multiple scenarios.
- **Tidal Flooding** will increase erosion along shorelines and impact inland drainage to coastal outlets. NOAA's Assess Flood Risks Tool and through the review of historical high tide events and trends at appropriate gauges using NOAA's Tides & Currents website will be applied as relevant.

The modeling employed for storm surge and sea level rise will include the following:

SLOSH (Sea, Lake & Overland Surge from Hurricanes) Model | Computerized numerical model developed by the National Weather Service (NWS) to estimate storm surge heights resulting from historical, hypothetical, or predicted hurricanes by considering the atmospheric pressure, size, forward speed, and track data.
ADCIRC + SWAN Model | Physics-based numerical model used by the National Oceanic and Atmospheric Association to quantify the impacts of sea level rise scenarios on ecosystem and infrastructure vulnerability. Modeling applied to the NOAA Office for Coastal Management Sea Level Rise Viewer. If deemed applicable, additional modeling and tools will be employed by APTIM experts to represent more advanced flood scenario-related vulnerability. Such models include:

SFINCS (Super-Fast INundation of CoastS) Model | Compound flooding model will be applied as practicable. SFINCS is a cutting-edge numerical model capable of rapidly simulating 2D compound flooding. In emergency situations such as pre- and post-hurricanes, speed is of the essence, and APTIM uses SFINCS to obtain fast and adequately accurate results. It also allows our team to complete our modeling efforts by a fraction of the time it takes to run conventional models.

Interconnected Channel and Pond Routing Model (ICPR4) Pro Stormwater Model | APTIM has in-house Hydrologic and Hydraulic (H&H) Modeling experts and is uniquely experienced in ICPR4 stormwater modeling. Our team uses ICPR4 for comprehensive flood vulnerability assessments. By harnessing ICPR4's advanced H&H modeling capabilities, we propose to accurately assess flood vulnerability in the Village. Through the simulation of surface runoff using surface terrain data, standard rainfall distributions and historical rainfall patterns, ICPR4 provides valuable insights into flood-prone areas and potential vulnerabilities. The model's outputs, including stage-area values within defined basins, will enable us to visualize inundation extent and water levels, informing decision-making for flood mitigation strategies and urban planning. Our proposed vulnerability assessment will leverage ICPR4's capabilities to enhance flood exposure analysis in the Village.

Delft3D Model | Provides a robust framework for simulating hydrodynamics, morphodynamics, and water quality in coastal and estuarine systems. This allows us to accurately assess the vulnerability of these environments to various hazards. Delft3D offers a high level of flexibility, which helps to customize the model to suit specific study requirements and incorporate local data and boundary conditions. This flexibility enhances the accuracy and relevance of vulnerability assessments, leading to more informed decision-making. Additionally, the model's ability to simulate long-term scenarios allows for the evaluation of potential impacts and adaptation strategies over extended timeframes.

TASK 4: EXPOSURE ANALYSIS

APTIM will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The exposure analysis will involve an initial view of the spatial extent of the various water level elevations for the designated flood scenarios. The water elevations will be mapped in relation to local tidal datums and incremental variations between scenarios will be evident. Overlaying the flood hazard scenarios onto the local landscape of the Village allows for a visual representation of the magnitude and percentage of the Village that will be impacted by flooding and pinpoints the locations where this flooding will occur. This step allows for a first cut at understanding the Village's vulnerability. Moreover, overlayed with critical asset data, specific infrastructure can be flagged as "exposed" to various flood related scenarios.

All scenarios and standards used for the exposure analysis will be pursuant to s. 380.093, F.S. The flood scenarios that will be used to evaluate assets shall include current and future storm surge flooding, sea level rise, rainfall-induced flooding, tidal flooding, and compound flooding.



As indicated by the Task 1 Technical Memo, the **storm surge** exposure analysis will focus on displaying the incremental inundation of Hurricane Categories 1-3 and the change in asset exposure as the storm surge elevations increase. Task 1 Results show that many parts of the Village will be inundated by a Category 1 or greater storm surge, 50% of the city would be inundated by a Category 2 storm surge, and approximately 70% of the city would be inundated by a Category 3 or higher Storm Surge. **Future storm surge flooding** will be determined based on the consideration of the effects of future sea level rise scenarios



Sea level estimates integrate data from the local Virginia Key tide gauge and include the 2040 and 2070 NOAA Intermediate Low and Intermediate High projections as suggested by the state. Projections will be considered relative to the mean higher-high water (MHHW) and elevations include:

NOAA 2017 (2040)
- Intermediate Low: 0.69 feet NAVD88
- Intermediate High: 1.41 feet NAVD88

NOAA 2017 (2070)
- Intermediate Low: 1.25 feet NAVD88
- Intermediate High: 3.28 feet NAVD88

It is important to note that the difference in water level elevations between the NOAA 2017 2040 Intermediate High and 2070 Intermediate Low projections is only .08 feet NAVD88, which may not produce a significant different in exposure or sensitivity results. Additionally, there is a closer tidal gauge at Lake Worth Pier, allowing for regional grid results to be interpreted more accurately for the Village.



The precipitation corresponding to the 100-year event is 12.6 in. in a 24-hour period which simulated using the Village's hydrodynamic stormwater flood model to generate the corresponding 100-year flood elevations. The boundary condition layer produced in Task 1 will be utilized for the **rainfall-induced flooding** exposure analysis.



Tidal flooding elevations will be determined from NOAA's Assess Flood Risks Tool and through the review of historical high tide events and trends at appropriate gauges using NOAA's Tides & Currents website. Additionally, as mentioned previously, SFINCS by Deltares, is a cutting-edge numerical model capable of rapidly simulating 2D compound flooding, and it can transform APTIM's disaster recovery, tidal flooding modeling, and erosion mitigation efforts.

The data processing, assessment methodology, and modeling procedures, involved in the Exposure Analysis will be detailed in a first Draft Vulnerability Assessment Report. The report will possess finalized exposure maps and tables and all GIS files and related metadata will adhere to the Resilient Florida Program's GIS Data Standards. An example of an exposure map from one of APTIM's deliverables is depicted in **(Figure 3-4).**



Figure 3-4 Sea Level Rise and Tidal Flooding Exposure Map example from the South Florida Military Installation Review (MIRR).

The APTIM Team will prepare 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, as well as GIS files with results of the exposure analysis for each flood scenario along with the appropriate metadata that identifies the methods used to create the flood layers. APTIM has ample experience working with the Resilient Florida Program and is confident in its ability to continue to deliver compliant geodatabases and vulnerability assessment reports.

TASK 5: SENSITIVITY ANALYSIS

APTIM 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** will determine inundation depths for each critical asset under each flood scenario, through the examination of water levels in relation to asset elevations determined via local LiDAR and site-specific survey information where available. **Figure 3-5** portrays the general Arc Pro process of the spatial layering of data files involved in the sensitivity analysis. Flood depths vary across scenarios and timeframes ranging from a depth of less than 1 foot (nuisance flooding), and a depth of 1-2.5 ft. (disturbance), to a depth greater than 2.5 ft. (impact), with greater depths corresponding to increasing impacts. Severities of impact will help inform the subsequent risk matrix.

The sensitivity of all critical assets will be assessed per flood scenario. APTIM will focus on assets within the Village, while also reviewing county assets outside of the Village boundary that are critical and interdependent to the Village's functionality, accessibility, and function. In addition to evaluating the impact of flood severity by each individual asset, the sensitivity analysis will also evaluate the impact of flood severity by asset class at each flood scenario.

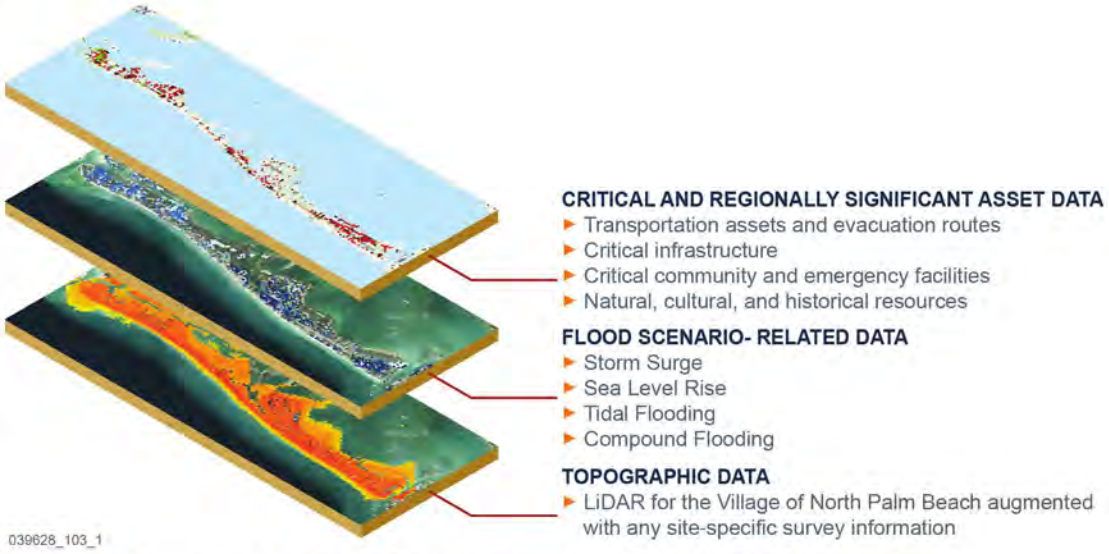


Figure 3-5 Exposure and Sensitivity Assessment Data Layering in Arc Pro

Adaptive Capacity Analysis

APTIM will further quantify impacts of various flooding scenarios by accounting for the adaptive capacity of the Village. Adaptive capacity may be defined as the ability for an asset or system to adapt or adjust to changing

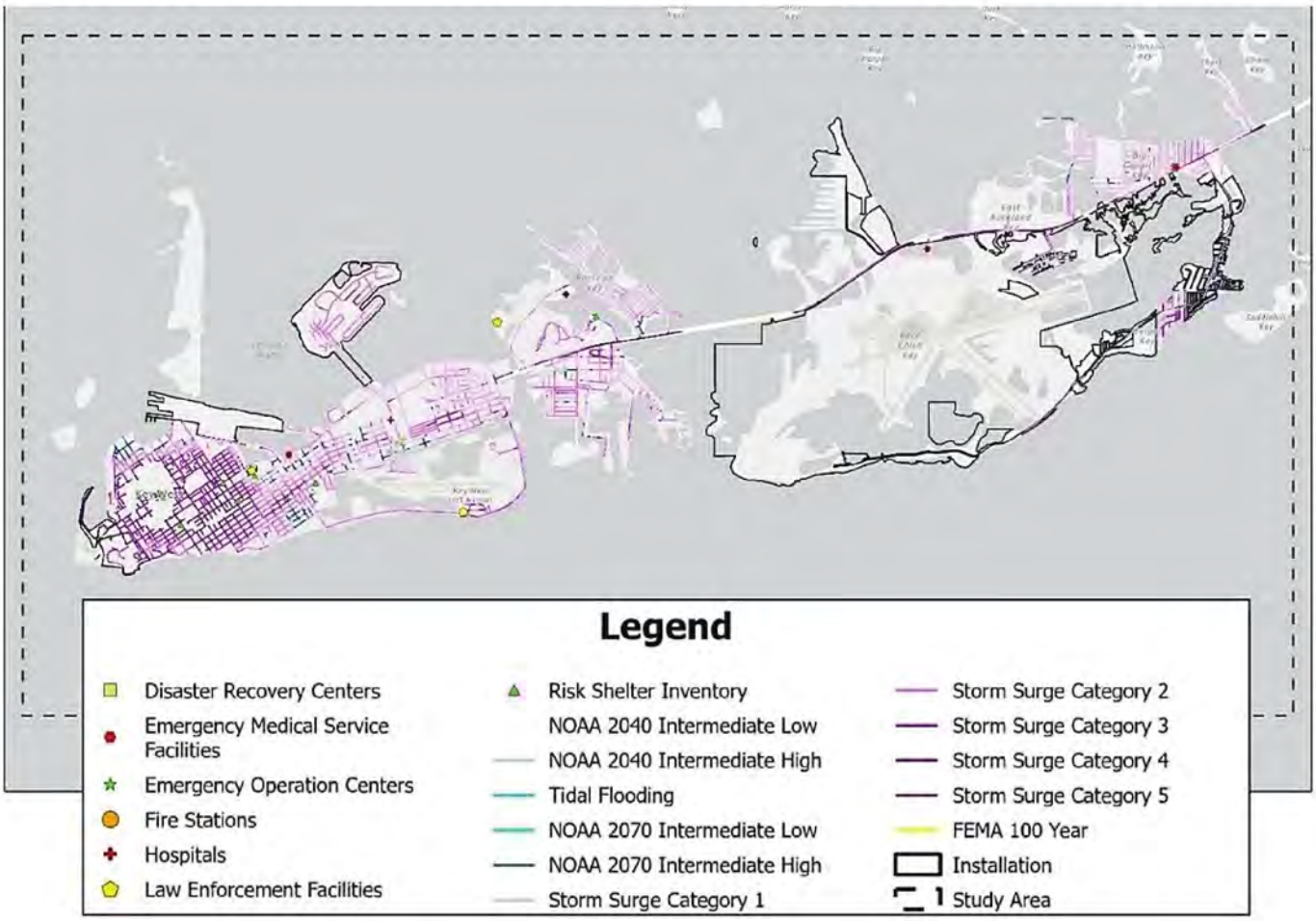


Figure 3-6 Adaptive Capacity Map Example from the South Florida Military Installation Resilience Review (MIRR)

conditions or threats to avoid service disruption or system failure. In the adaptive capacity assessment, data collected on emergency response facilities will be used in conjunction with findings from the impact analysis to assess the community's capacity to respond in times of need. An example of an approach used in APTIM's Military Installation Resilience Review (MIRR) project for the Naval Air Station Key West to assess its adaptive capacity is shown in **(Figure 3-6).**

To quantify and depict one aspect of local government adaptive capacity geographically, maps for each installation were created that show emergency response facilities as icons with critical surrounding roads that could have more than 2 ft of flood depth. When flood depths exceed 2 ft, emergency response times and operations are typically impeded, so maps help to identify the critical assets that lack the capacity to respond and adapt during a hazard event.

Risk Analysis

The risk analysis will utilize the results of the previously mentioned sensitivity analysis to determine the probability of flooding for each scenario and the potential consequences.

The **risk analysis will be three-fold** and will produce the following for each flood scenario:

- A risk score per individual asset
- Number and percentage of critical assets affected (by asset type)
- Percentages of land area inundated

An example of a previously generated risk matrix can be seen in **(Figure 3-7)**. On a grander scale, the risk assessment will also assign **risk levels based on percentages of land area inundated by neighborhood (Figure 3-8) and number and percentage of critical assets affected** (by asset type) for each flood scenario. As mentioned previously, asset types include transportation assets and evacuation routes, critical infrastructure, critical community and emergency facilities, and natural, cultural, and historical resources.

RISK MATRICES

APTIM has experience in developing weighted indices to quantify risk dependent upon likelihood of occurrence (probability of exposure occurring in a given year) and severity of impact (level of sensitivity). Determined inundation depths and flood scenarios will be utilized to generate a standardized risk score for each individual asset to help compare vulnerabilities and prioritize risks. In compliance with Florida Statutes 380.093, the sensitivity and risk analysis will include an evaluation of the impact of flood severity on each asset type at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Low, medium, and high-risk percentages for critical asset types can be determined based on basic asset exposure (% impacted to any depth) or on determined Village flood depth tipping points and impact to emergency services. An example of risk criteria for asset types per scenario is as follows:

Low Risk. Percent of assets (per type) that experience very temporary flooding less than 1 ft. and no impact to emergency services.
Medium Risk. Percent of assets (per type) that experience short term flooding 1-2.5 ft. and minimal impact to emergency services.
High Risk. Percent of assets (per type) that experience remaining flooding greater than 2.5 ft. and emergency services are completely isolated.

The APTIM Team will prepare an **Updated Draft VA Report** that provides details of the findings of the exposure and sensitivity analyses, and includes visual presentation of the data via maps and tables based on the

		Impact Score per Flood Water Depth Range				
		0	1	33	66	100
Water Level Elevation (Feet NAVD)	Probability of a given flood scenario occurring in a year (P)	Water Depth =0	Water Depth 0-1 ft	Water Depth 1-2 ft	Water Depth 2-5 ft	Water Depth >5 ft
0.6	4.345	No Foreseeable Risk	Low Risk	High Risk	High Risk	High Risk
1.3	1.873	No Foreseeable Risk	Low Risk	High Risk	High Risk	High Risk
2.3	0.534	No Foreseeable Risk	Low Risk	Medium Risk	High Risk	High Risk
3.5	0.143	No Foreseeable Risk	Low Risk	Medium Risk	Medium Risk	Medium Risk
4.5	0.075	No Foreseeable Risk	Low Risk	Low Risk	Medium Risk	Medium Risk
5.2	0.053	No Foreseeable Risk	Low Risk	Low Risk	Low Risk	Medium Risk
6.4	0.031	No Foreseeable Risk	Low Risk	Low Risk	Low Risk	Low Risk
7.3	0.021	No Foreseeable Risk	Low Risk	Low Risk	Low Risk	Low Risk
8.8	0.01	No Foreseeable Risk	Low Risk	Low Risk	Low Risk	Low Risk
11.1	0.002	No Foreseeable Risk	Low Risk	Low Risk	Low Risk	Low Risk

Figure 3-7 Example of an Outline of Risk Matrix Development Steps from the Captiva Erosion Prevention District (CEPD) Vulnerability Assessment

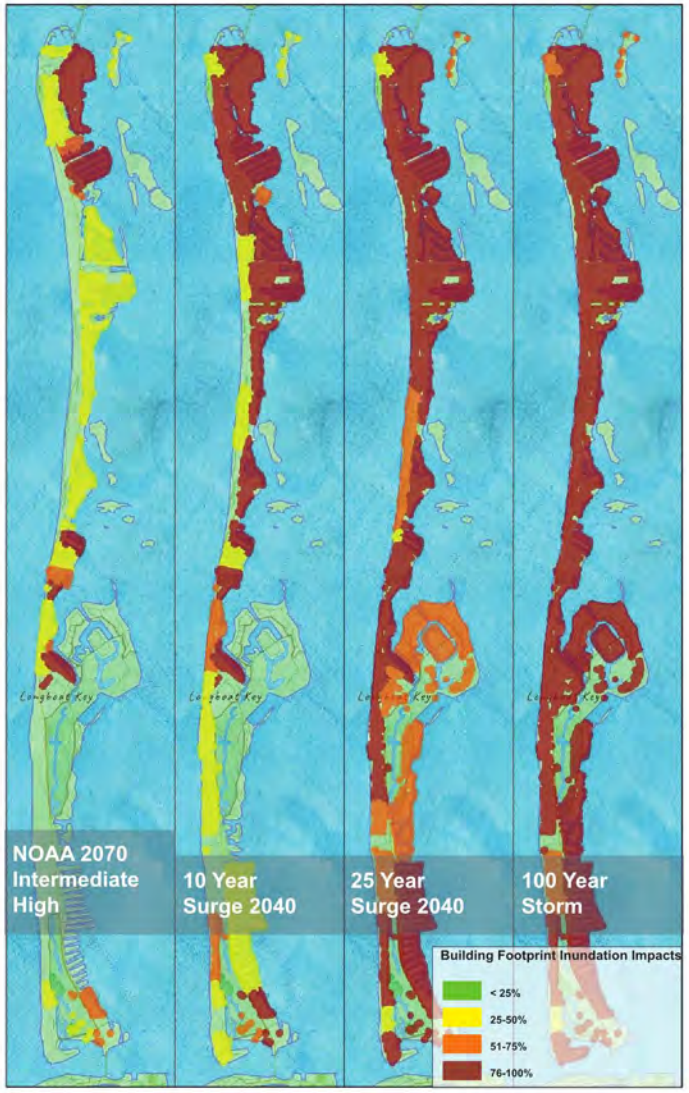


Figure 3-8 Example of Land Inundation Maps by Neighborhood from the Town of Longboat Key Vulnerability Assessment and Adaptation Plan

statutory-required scenarios and standards. APTIM will provide **an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets will be prioritized by area for immediate need and will identify which flood scenario(s) impacts each asset.**

TASK 6: IDENTIFY FOCUS AREAS

The APTIM Team 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.

The APTIM Team will develop a report summarizing the areas identified as focus areas, with justification for choosing each area. Included will be tables listing each focus area with any critical assets that are contained inside the focus area. Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study will also be included along with GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

TASK 7: FINAL VULNERABILITY ASSESSMENT REPORT

The APTIM Team commits to delivering a comprehensive final report, meeting the stringent requirements outlined in s. 380.093, F.S, and based upon the public outreach efforts. The final VA will include all results from the exposure and sensitivity analyses, as well as a summary of identified risks.

It will 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.

For example, if a critical transportation route is at risk due to sea-level rise, the report will outline the level of risk, potential consequences and urgency of addressing this vulnerability. Maps and tables will account for all critical assets and flood scenarios and will visually and quantitatively display the degree of flooding that will occur when assets are overlayed with various water elevation levels.

The report will include a matrix of risk by hazard and sector/system, a detailed assessment of the most significant hazards identified and the hot spots of facility/infrastructure vulnerabilities. GIS files and associated metadata, and raw data sources will also adhere to the Resilient Florida Program's GIS Data Standards. An example snapshot of the Captiva Erosion Prevention District's final deliverable is depicted in **(Figure 3-10)**.

GRANT COMPLIANCE

The APTIM Team has experience in complying with grant criteria and legislative rules for the Resilient Florida Grant Program. We have completed vulnerability assessments in compliance with state guidance in six coastal counties - Manatee, Sarasota, Lee, Broward, Miami-Dade, and Monroe County at municipal and county scales. APTIM has a proven methodology for assessments and associated community and stakeholder engagement that delivers comprehensive and impactful results. Our deliverables to the Florida Department of Environmental Protection have been compliant with all guidance and requirements and our team is accustomed to the reporting, documentation, and submission process. This quantity of relevant experience is unmatched and allows the team to hit the ground running.

The report will also incorporate key priority adaptation strategy recommendations and details on implementation for each focus area.



Figure 3-10 Example of the Captiva Erosion Prevention District Sea Level Rise Vulnerability Final Report

Our team also recognizes that Resilient Florida Grants require compliance with the Peril of Flood Legislation. The Peril of Flood statute requires that the comprehensive growth management plan be amended to reflect the steps and goals that the Village is taking. The project manager has assisted several governments in the region with this process.

Results of the vulnerability assessment recommendations will also be presented in an ArcGIS StoryMap for better visualization. Our team of GIS experts has developed several StoryMaps for our clients in the past and had success communicating the results to communities in a clear way.

TASK 8: PUBLIC PRESENTATION

The APTIM Team will present the final VA report to the Village Council and Village advisory committees **(Figure 3-11)**.

We will present the findings from the final VA and provide recommendations for actions for adaptation strategies and future project funding and identify the Village's critical assets.

The APTIM Team 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.



Figure 3-11 Ms. Samantha Danchuk, PhD, PE, South Florida Military Resilience Review (MIRR) Outreach

The APTIM Team will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting. A copy of the file/weblink of the video or audio recording from the meeting will also be available to the public.

List of software, equipment, and/or facilities available to do the work

Communication, both the quality and the frequency, is the most significant determinant of project success. The goal of incorporating the most up-to-date technical tools necessary to communicate and collaborate with our clients has been seamlessly incorporated into our daily process. In this way, the APTIM Team can deliver the most comprehensive services to ensure the Village the best possible professional services. APTIM employs a variety of state-of-the-art software and equipment:

- Individual laptops with the most current software to enhance productivity, allowing for remote work flexibility when needed
- Microsoft Office Suite to create, manage, and share documents, presentations, and emails, enabling efficient communication and collaboration across our team
- ESRI ArcGIS software to analyze geographic data, create detailed maps, and gain insights into spatial relationships. All of this aids in making informed decisions for our projects and operations
- SFINCS software, if needed, to simulate flood scenarios, assess flood risks, and evaluate the potential impacts of various water management strategies, assisting us to improve flood protection and planning

Our work will be completed out of our Boca Raton office. This office is strategically located less than one hour away from the Village, allowing easy access to stakeholders while fostering collaboration among our team.

PROJECT TIMELINE

APTIM's proposed schedule assumes that mobilization of our team begins immediately upon award and notice to proceed (assumed September 2024).

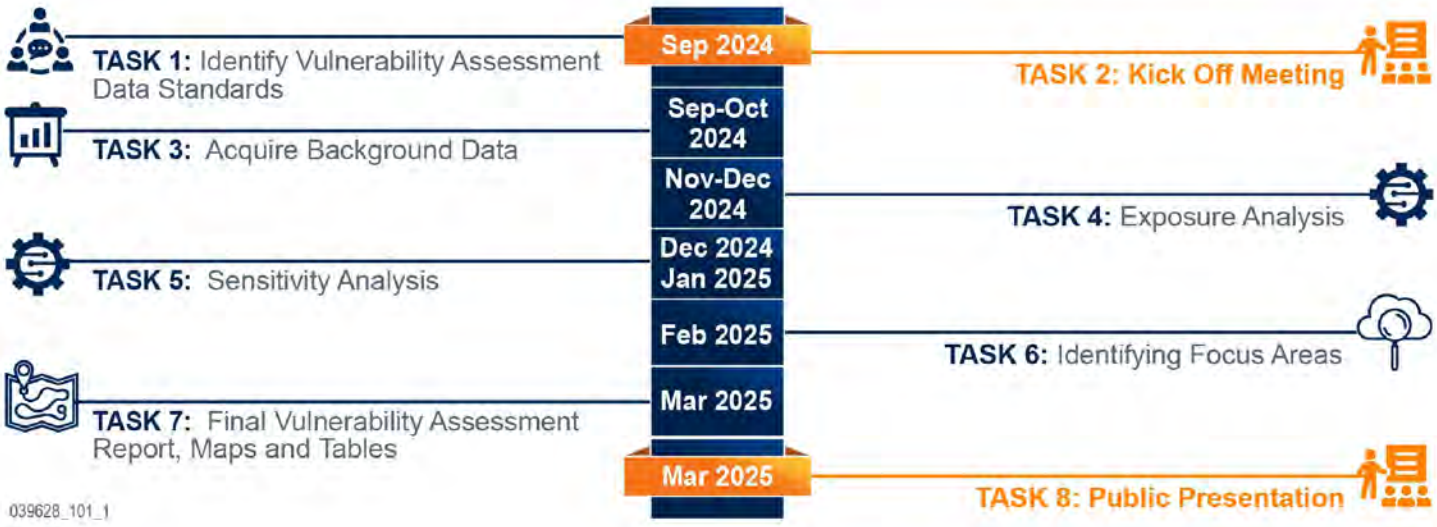


Figure 3-11 Project Timeline

TAB 4
PAST PERFORMANCE





4 PAST PERFORMANCE

REFERENCES

APTIM has provided four (4) project references for your review on the following page. Each reference can provide insights into our quality of work, reliability and commitment to exceeding client expectations.

- City of West Miami Vulnerability Assessment
- Escambia County Vulnerability Assessment
- Captiva Vulnerability Assessment and Adaptation Plan
- Town of Longboat Key Vulnerability Assessment and Adaptation Plan

Litsy C. Pittser
Director of Public Services
City of West Miami
901 SW 62nd Avenue
West Miami, FL 33144
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Project: City of West Miami Vulnerability Assessment

Tanya Gallagher
Contract Manager
Jacobs Engineering
850 525 5941
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Project: Escambia County Vulnerability Assessment

Daniel Munt
Executive Director
Captiva Erosion Prevention District
11513 Andy Rosse Lane
Captiva, FL 33924
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Project: Captiva Vulnerability Assessment and Adaptation Plan

Isaac Brownman
Public Works Director
Town of Longboat Key
Town Hall
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Longboat Key, FL 34228
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Project: Town of Longboat Key Vulnerability Assessment and Adaptation Plan

TAB 5
WORKLOAD AND CONTRACT LITIGATION





5 WORKLOAD AND CONTRACT LITIGATION

RELEVANT CONTRACTS

The APTIM Team possess experience in all areas required to analyze and recommend improvements to the Village. We have provided descriptions of our most relevant projects produced by our core team on the subsequent pages.

- Delray Beach Vulnerability Assessment & Adaptation Plan
- Escambia County Vulnerability Assessment
- Okaloosa County Vulnerability Assessment
- City of West Miami Vulnerability Assessment
- Central Florida Military Installation Resilience Review
- Captiva Vulnerability Assessment and Adaptation Plan
- Town of Longboat Key Vulnerability Assessment and Adaptation Plan
- Florida Atlantic University (FAU) Habitat Assessment and GIS Mapping
- Town of Davie Judy Paul Farm Park at Governor Leroy Collins Grounds

Below, please find **additional relevant projects** not included on subsequent pages

Relevant Resilience Projects

- Emerald Coast Military Installation Resilience Review
- Deerfield Resilient Operations & Sustainability Roadmap
- City of Albany Resilience Plan
- Virginia Department of Emergency Management Hazard Mitigation Modeling & Assistance for LMI Communities
- Terrebonne Parish Flood Modeling & Mapping

Resilience Assessment Tools & Modeling

- Rebuild by Design Atlas of Disaster
- USACE Coastal Resilience Index
- Sustainable Sport Index (SSI) Survey/Report
- Enterprise Affordable Housing Portfolio Risk Protection Tool

PROJECT 1

VULNERABILITY ASSESSMENT & ADAPTATION PLAN

CITY OF DELRAY BEACH | APTIM

58 STORMWATER OUTFALLS & 820 SEAWALLS
INCLUDED IN CAPITAL IMPROVEMENT RECCOMENDATIONS BASED ON VULNERABILITY STUDY

CLIENT NAME
City of Delray Beach, FL

PROJECT COST
VA: $198,000
Adaptation Plan: $100,000

COMPLETION DATES
VA: Nov 2017 – Jul 2019
Adaptation Plan: 2024 - Present

COMPANY ROLE
Prime

KEY PERSONNEL INVOLVED
- ✓Samantha Danchuk
- ✓Doris Otero
- ✓Douglas Mann
- ✓Bridget Huston

CLIENT REFERENCE
Cynthia Buisson, P.E.
Engineering Division
City of Delray Beach
434 S. Swinton Avenue
Delray Beach, FL 33444
561 243 7196
fuentesc@mydelraybeach.com

PROJECT OVERVIEW
APTIM performed a Citywide Intracoastal Waterway seawall and stormwater outfall inspection to quantify the vulnerability of private and public seawalls and the public stormwater system to sea level rise and recurring storm effects. APTIM is currently completing an Adaptation Plan for the city that includes an assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies.

PROJECT DESCRIPTION
Vulnerability Assessment | These investigations included the surveying of 1000 seawalls and over 100 stormwater outfalls. Recommendations for seawall elevation raising were provided to the City based on the combination of sea level rise for 30-year and 75- year time horizons and the effects of recurring storms. From this assessment, we outlined capital improvements for 58 public stormwater outfalls, 20 City owned seawalls, and 800 privately owned seawalls. We also recommended that the City update their existing seawall ordinance to encourage private compliance with the findings of the study. APTIM participated in several public meetings to discuss the findings of the investigations (2017-2018). The City is implementing the highest priority recommendations.

Adaptation Plan | APTIM is developing an adaptation plan consistent with the Florida Adaptation Planning Guidebook and grant agreement requirements. After acquiring background data and evaluating the City and communities capacity to address the impacts of sea level rise, APTIM will review local mitigation strategies, the Comprehensive Plan, floodplain management plans, master stormwater plans and previous sea level rise risk assessments. APTIM will interview key stakeholders to identify a list of the primary challenges facing the community related to sea level rise, storm surge and tidal flooding. A summary of findings will be compiled for inclusion into the final plan.



City of Delray Beach | Stormwater Outfall Assessment of City Seawalls performed by Engineer

PROJECT 2

VULNERABILITY ASSESSMENT

ESCAMBIA COUNTY | APTIM

RAN 2022 SEA LEVEL RISE (SLR) PROJECTIONS
EXCEEDING STATUTORY REQUIREMENTS, PROVIDING COUNTY WITH THE MOST UP-TO-DATE DATA FOR RESILIENCE PLANNING.

CLIENT NAME
Escambia County, FL

PROJECT COST
$95,000

COMPLETION DATES
May 2024 – Mar 2025 (est.)

COMPANY ROLE
Subconsultant to Jacobs

KEY PERSONNEL INVOLVED
- ✓Samantha Danchuk
- ✓Douglas Mann
- ✓Bridget Huston
- ✓Cigdem Ozkan
- ✓Heather Vollmer
- ✓Hithaishi Hewageegana

CLIENT REFERENCE
Tanya Gallagher
Contract Manager
Jacobs
850 525 5941
Tanya.gallagher@jacobs.com

PROJECT OVERVIEW
APTIM, in collaboration with Jacobs Engineering Group Inc., conducted a comprehensive Vulnerability Assessment for Escambia County, Florida. The purpose of this project was to evaluate the vulnerabilities of the unincorporated areas of Escambia County to various climate change stressors, including sea level rise, storm surge, and flooding, pursuant to Section 380.093, Florida Statutes (F.S.). This assessment was part of the Resilient Florida Planning Grant initiative and aimed to inform future grant opportunities and resilience planning.

PROJECT DESCRIPTION
The project involved acquiring and analyzing critical data, including topographic and flood scenario data, ensuring compliance with GIS Data Standards. Detailed modeling assessed the impact of various flood scenarios on infrastructure and communities. Sensitivity analysis evaluated the impact on assets, considering flood severity and assigning risk levels. Public outreach included multiple meetings to gather input and present findings. The final report provided actionable recommendations for capital improvement projects and adaptation measures.

PROJECT SUCCESSES
- Identified high-risk areas and assets, providing a clear understanding of vulnerabilities.
- Conducted three public meetings, gathering valuable input and increasing community awareness.
- Mapped and analyzed critical and regionally significant assets, prioritizing them for resilience planning.



Escambia County | During 100-year flood (Source: Flood Defenders)

PROJECT 3

COUNTY VULNERABILITY ASSESSMENT & ADAPTATION PLAN

OKALOOSA COUNTY | APTIM

COORDINATED STATEWIDE APPROACH
TO IMPROVE FLORIDA'S FLOOD AND SEA LEVEL RISE RESILIENCY

CLIENT NAME
Okaloosa County, FL

PROJECT COST
$80,000

COMPLETION DATES
May 2024 – Aug 2025 (est.)

COMPANY ROLE
Subconsultant to Jacobs

KEY PERSONNEL INVOLVED
- ✓Samantha Danchuk
- ✓Bridget Huston
- ✓Cigdem Ozken
- ✓Doris Otero
- ✓Douglas Mann

CLIENT REFERENCE
Tanya Gallagher
Contract Manager
Jacobs
850 525 5941
Tanya.gallagher@jacobs.com

PROJECT OVERVIEW
Okaloosa County, in the Florida Panhandle, is highly vulnerable to natural hazards such as hurricanes, flooding, and sea-level rise. Funded through the Florida Department of Environmental Protection's Resilient Florida Program, the project aims to create a countywide, including municipal, vulnerability assessment and adaptation plan as part of an initiative to identify and mitigate risks posed by environmental, social, and economic factors that affect the County.

PROJECT DESCRIPTION
APTIM, as a subconsultant to Jacobs, is working to produce a comprehensive vulnerability assessment and an adaptation plan consistent with the Florida Adaptation Planning Guidebook and Okaloosa County's direct needs.

APTIM's role is to collaborate closely with Jacobs, plan and facilitate public meetings, and assist with initial data requests. APTIM will also outline the data compiled and data gaps, create context maps, and provide comprehensive feedback, ensuring the quality and accuracy of the project's outcomes.

APTIM is working with Jacobs to determine the methodological approach for assessment, reviewing the list of assets and hazards, and providing feedback. APTIM also reviews context maps, provides input, attends necessary meetings (via Teams), and coordinates with Jacobs throughout the tasks.

APTIM is also working with Jacobs on the draft adaptation plan report (including assistance with cost analysis, funding, etc.), collaborating to determine adaptation strategies for identified vulnerable assets and focus areas.

PROJECT 4

VULNERABILITY ASSESSMENT

CITY OF WEST MIAMI | APTIM

UTILIZED THE SOUTH ATLANTIC COASTAL STUDY (SACS)
OUTPUT TO DETERMINE MAXIMUM OVERLAND FLOOD DEPTHS, ADDING SIGNIFICANT VALUE TO THE VULNERABILITY ASSESSMENT

CLIENT NAME
City of West Miami, FL

PROJECT COST
$150,000

COMPLETION DATES
Mar 2024 - Dec 2024 (est.)

COMPANY ROLE
Prime

KEY PERSONNEL INVOLVED
- ✓Samantha Danchuk
- ✓Doris Otero
- ✓Douglas Mann
- ✓Bridget Huston
- ✓Heather Vollmer
- ✓Hithaishi Hewageegana

CLIENT REFERENCE
Mrs. Litsy C. Pittser
Director of Public Services
City of West Miami
901 SW 62nd Avenue
West Miami, FL 33144
LPittser@cityofwestmiami.org

PROJECT OVERVIEW
APTIM conducted a comprehensive Vulnerability Assessment for the City of West Miami to identify and evaluate vulnerabilities related to climate change stressors such as sea level rise, precipitation events, and groundwater table changes.

PROJECT DESCRIPTION
The Vulnerability Assessment for the City of West Miami analyzed the city's exposure to climate change impacts, including storm surge flooding, sea level rise, rainfall-induced flooding, tidal flooding, and compound flooding. The project began with a kickoff meeting to establish the scope, goals, schedule, and deliverables. We gathered and analyzed critical data, including topographic data and flood scenarios, ensuring compliance with Florida Statutes 380.093. Flood scenario modeling assessed the impact on the city's infrastructure, facilities, and communities. Sensitivity analysis evaluated the impact on community assets, considering demographics, structural vulnerabilities, and economic functions to assign risk levels. Public outreach and engagement included meetings and workshops to gather resident and stakeholder input. Based on the findings, we developed strategies for mitigating risks and enhancing resilience, including stormwater management improvements and policy recommendations.

PROJECT SUCCESSES
- Conducted detailed exposure and sensitivity analyses that identified high-risk areas and assets, helping the city prioritize its resilience efforts
- Identified potential funding sources to support the implementation of proposed adaptation measures, ensuring the city has a roadmap for securing necessary resources
- Developed a set of prioritized recommendations for capital improvement projects and other adaptation measures to mitigate identified vulnerabilities


City of West Miami | Sylvania Heights Elementary School

PROJECT 5

CENTRAL FLORIDA MILITARY INSTALLATION RESILIENCE REVIEW

EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL | APTIM

IMPACT ON MILITARY READINESS

CLIENT NAME
East Central Florida Regional Planning Council

PROJECT COST
$40,000

COMPLETION DATES
May 2024 – Mar 2025 (est.)

COMPANY ROLE
Subconsultant to Jacobs

KEY PERSONNEL INVOLVED
- ✓Samantha Danchuk
- ✓Bridget Huston
- ✓Cigdem Ozken
- ✓Heather Vollmer

CLIENT REFERENCE
Sarah Marrs
Technical Representative
550 Cypress Creek Road
Suite 400
Fort Lauderdale, FL 33309
217 822 0822
sarah.marrs@jacobs.com

PROJECT OVERVIEW

APTIM is collaborating with the East Central Florida Regional Planning Council (ECFRPC) to support the Military Installation Resilience Review (MIRR). This initiative aims to assess and enhance the resilience of military installations in East Central Florida by identifying vulnerabilities and interdependencies among critical infrastructure sectors, particularly those sensitive to climate hazards. The project contributes to the development of the East Central Florida Military Resilience Strategy and Implementation Plan, ensuring the long-term operational readiness of key military installations in the region.

PROJECT DESCRIPTION

APTIM, as a subconsultant to Jacobs, is assisting in developing materials for the vulnerability assessment by collecting data specific to shoreline erosion and potentially impaired water quality areas and performing the initial evaluation for that sector. APTIM's role includes data collection, methodology refinement, peer review, and the development of sector-specific recommendations.

APTIM will review Jacobs's results for short-, medium-, and long-term impacts and consequences for risks and provide feedback, particularly on erosion, energy, and water supply. Once data is collected, APTIM will create two white papers: *Playing the Long Ball: A Preparation Strategy for Future Erosion Impacts* and *Practical Solutions for Utilities to Address Climate-Driven Water Quality Changes*.



PROJECT 6

SEA LEVEL RISE VULNERABILITY ASSESSMENT & ADAPTATION PLAN

CAPTIVA EROSION PREVENTION DISTRICT | APTIM

3 CRITICAL SCENARIOS
WERE IDENTIFIED AS "TIPPING POINTS" OF IMPACT

CLIENT NAME
Captiva Erosion Prevention District

PROJECT COST
VA: $66,884 (Contract Value)
Adaptation Plan: $500,000

COMPLETION DATES
VA: 2022 – Apr 2023
Adaptation Plan: Nov 2023 - Apr 2025

COMPANY ROLE
Prime

KEY PERSONNEL INVOLVED
- ✓Samantha Danchuk
- ✓Bridget Huston
- ✓Cigdem Ozkan
- ✓Heather Vollmer

CLIENT REFERENCE
Daniel Munt, Executive Director
Captiva Erosion Prevention District
11513 Andy Rosse Lane
Captiva, FL 33924
239 472 2472
dmunt@mycepd.com

PROJECT OVERVIEW
In 2019, APTIM was contracted to conduct an island-wide vulnerability assessment for the Captiva Erosion Prevention District (CEPD) to support resilience and coastal infrastructure funding applications. The objective of this project was to form a deliverable, consistent with state guidance. APTIM was selected again to collaborate with CEPD in developing the next phase of work, an Adaptation Plan aimed at addressing the combined flooding risks from sea level rise, storm surge, rainfall, and combination flooding, as well as exploring strategies to reduce inundation, erosion, and the resulting flood damage.

PROJECT DESCRIPTION
Vulnerability Assessment | Flood and sea level scenarios were visualized and mapped to determine the extent of the island and the on and off island critical infrastructure that would be exposed. The potential impacts associated with each scenario were summarized by asset type including critical infrastructure, critical facilities, and valued resources on Captiva Island. The likelihood of occurrence of specific scenarios and the associated magnitude of impact of the flooding was analyzed island-wide and by asset to assess risk and rank vulnerabilities. The findings of the vulnerability assessment are intended to support subsequent funding pursuits and project conceptualization to increase community and coastal resilience and support the incorporation of future conditions planning into the CEPD's Beach and Shore Preservation Program.

Adaptation Plan | Based on prior vulnerability work and updates to work performed by CEPD, its partners, and public input, APTIM is producing a list of prioritized bayside adaptation areas to inform the way projects should be phased and the order in which they should be implemented if there are project interdependencies.

APTIM will propose and assess the feasibility of a suite of strategies including structural (e.g living shorelines, breakwaters, rip rap, etc.) and non-structural/policy-based (e.g. best management practices, proposed ordinance changes to the Lee County Code of Ordinances and Comprehensive Plan, policy changes, implementation methods, etc.) and options that can be implemented for bayside adaptation areas.

PROJECT 7

SEA LEVEL RISE AND RECURRING FLOODING VULNERABILITY ASSESSMENT & ADAPTATION PLAN

TOWN OF LONGBOAT KEY | APTIM

INCLUDES SEA LEVEL RISE SCENARIOS FOR THE 2050 AND 2080 PLANNING HORIZONS

CLIENT NAME
Town of Longboat Key, FL

PROJECT COST
$259,963 (Contract Value)

COMPLETION DATES
Aug 2019 - Dec 2024

COMPANY ROLE
Prime

KEY PERSONNEL INVOLVED
- ✓Samantha Danchuk
- ✓Bridget Huston
- ✓Cigdem Ozkan
- ✓Doris Otero
- ✓Heather Vollmer

CLIENT REFERENCE
Isaac Brownman
Public Works Director
Town of Longboat Key
Town Hall
501 Bay Isles Road
Longboat Key, FL 34228
941 316 1988
ibrownman@longboatkey.org

PROJECT OVERVIEW
APTIM was contracted with the Town of Longboat Key to conduct a vulnerability assessment update and adaptation plan. Since the completion of the Vulnerability Assessment, a legislative bill has been submitted that would require changes for Resilient Florida grant compliance if approved by the Governor. The update to the Vulnerability Assessment will adjust the latest sea-level rise projections and planning horizons. The Adaptation Plan will be amended to document the progress to date on implementation of the listed adaptation strategies.

PROJECT DESCRIPTION
Vulnerability Assessment Update | APTIM will update the Vulnerability Assessment to include scenarios for the 2050 and 2080 planning horizons based on the Intermediate and Intermediate-Low sea level rise projections as provided by NOAA (Sweet et al. 2022). Tidal flooding and storm surge conditions under these sea level rise scenarios will be mapped and incorporated into the existing assessment. The asset inventory will be reviewed to determine if any critical infrastructure was removed, added or adapted. The elevation of adapted assets will be updated in the geodatabase. Vulnerable areas and potential impacts on infrastructure, communities and ecosystems will be identified in alignment with the Florida Standardized Vulnerability Assessment: Scope of Work Guidance. The updated geodatabase will be submitted to the state for inclusion in the statewide data set. The executive summary and results section of the Vulnerability Assessment will be amended to incorporate the additional scenarios.

Adaptation Plan Update | An appendix to the plan will identify the completed, ongoing and planned resilience initiatives, policies and projects. Performance metrics will be established to track progress towards achieving resilience goals and objectives. These metrics may include total investment in adaptation projects, number of critical assets protected, number of properties adhering to floodplain policy, percent of community with remaining risk, adaptive capacity of implementation stakeholders, percent of community satisfied with plan and implementation and days of disruption to impacted sectors. Any challenges or barriers encountered during implementation will be evaluated to identify mitigation measures. Successes, lessons learned and best practices will be documented. A presentation summarizing the update will be prepared and delivered to the Commission.

PROJECT 8

HABITAT ASSESSMENT & GIS MAPPING

FLORIDA ATLANTIC UNIVERSITY (FAU) | MILLER LEGG

GIS MAPPING USED TO
IDENTIFY SPECIES, THEIR LOCATIONS AND PERCENT OF COVERAGE

CLIENT NAME
Florida Atlantic University

PROJECT COST
Fees ~ $6,400 per FY

COMPLETION DATES
Mar 2009 - Mar 2016
(annual oversight is ongoing)

COMPANY ROLE
Prime

KEY PERSONNEL INVOLVED
✓William Mohler

CLIENT REFERENCE
Ms. Azita Dashtaki Dotiwala
Florida Atlantic University (FAU)
777 Glades Road
Boca Raton, FL 33431
561 297 0420
dashtaki@fau.edu

PROJECT OVERVIEW
Since 2009, Miller Legg has been conducting habitat assessments biannually at the Florida Atlantic University preserve area consisting of ± 98.5 acres that will remain in perpetuity as a natural habitat.

PROJECT DESCRIPTION
These areas consist of several sub-units, divided based on location, current condition, and management needs to determine the appropriate management technique(s) needed to assess the long term needs of the preserve. A record of the species identification, their locations, and percent coverage is maintained during the assessment using GIS mapping.

Additionally, vegetative diversity and coverage are determined and tracked using 1-meter by 1 meter-quadrants within each of the habitat types. Eight (8) photo stations capture and display historical coverage within each habitat type. The activity that results in the greatest ecological benefit is determined using the identified list of management priorities and availability of funds. The results of the assessment are presented in a summary report each period.







PROJECT 9

JUDY PAUL FARM PARK AT GOVERNOR LEROY COLLINS GROUNDS

TOWN OF DAVIE | MILLER LEGG

PRESERVATION OF TOWN OF DAVIE RURAL LIFESTYLE

CLIENT NAME
Town of Davie, FL

PROJECT COST
$10,000,000

COMPLETION DATES
Feb 2020 - Ongoing

COMPANY ROLE
Subconsultant to MC Harry Associates, Inc.

KEY PERSONNEL INVOLVED
✓William Mohler

CLIENT REFERENCE
MC Harry Associates, Inc.
Craig Aquart, Principal
305 445 3765
caquart@mcharry.com

PROJECT OVERVIEW
The new Farm Park, located east of I-75, is being built to preserve the rural lifestyle of the Town of Davie. Miller Legg is providing civil engineering, surveying, landscape architecture, and environmental services as part of the MC Harry team.

PROJECT DESCRIPTION
The 80-acre parcel was purchased in 2008 through a combination of funds from Davie District 4 open space bonds, Broward County, the Farm Bureau and the Florida Communities Trust Fund. The first phase of the park will consist of 20-acres of development and will include an educational center, riding arena, stables, farmers market and playground. The park will provide volunteer opportunities, farm tours, field trips, summer camps, community gardens, and equestrian programs for the special needs population.

Miller Legg's civil engineering scope includes earthwork analysis; paving, grading and drainage; water and sanitary sewer, pavement marking and signage, stormwater pollution prevention; offsite improvements; phasing plans, permitting through the Town of Davie, Central Broward Water Control District, City of Sunrise, Florida Department of Environmental Protection, Broward County Environmental Protections and South Florida Water Management District; and construction administration.

The wetlands scope includes wetlands due diligence, and our landscape architecture scope includes planting design, irrigation design and pedestrian and equestrian trails. Surveying services consisted of a topographic and tree survey.



Aptim Environmental & Infrastructure, LLC						
Matter Name	**Type of Incident**	**Date of Incident**	**What was the initial circumstance for this action?**	**Jurisdiction**	**Case Number**	**Final Outcome**
1. Blankenberg, James v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 2. Brewer, Ryan v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 3. Duckworth, Joseph v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 4. Esteves, Edgar v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 5. Ford, Steven v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 6. Forrett, Ian v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 7. Fralick, Michael v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 8. Kinnicutt, Travis v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 9. Kliegl, Daniel v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 10. Ledrew, Christopher v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 11. Lewis, Douglas v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 12. Neizil, Jacob v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 13. O'Dell, Fredv. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 14. O'Neal, Joshua v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 15. Rahder, Andrewv. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 16. Whitman, Richard v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.; 17. Witten, Nicholas v. Campbell Development, LLC, Aptim Environmental & Infrastructure, Inc., et al.;	Alleged Negligent Misrepresentation	2019 and 2021	Multiple suits in the Superior Court of the Virgin Islands alleging that defendants engaged in intentional or negligent misrepresentation or misrepresentation by interference, fraud, breach of contract, negligence by Defendants Witt O'Brien, APTIM, AECOM, Navigation and Patriot in contracting with the Campbell Defendants, and that Virgin Islands Housing Finance Authority improperly contracted with Defendants O'Brien, APTIM and AECOM. These companion cases arise out of the same set of facts and circumstances and were initally filed as one lawsuit in 2019 and severed in 2021.	Superior Court of the Virgin Islands, Division of St. Croix	SX-19-CV-159	Resolved
Patriot Response Group, LLC v. Aptim Environmental & Infrastructure, LLC, Domingo Camarano, Jonathon Hunt and Lissa Metoyer	Alleged Contract Breach/Dispute	2021	Patriot Response Group, LLC filed suit against APTIM for nonpayment of funds from work in the USVI.	19th Judicial District Court for the Parish of East Baton Rouge, Louisiana	C-704230	Resolved
Hunt, Guillot & Associates, LLC v. Aptim Environmental & Infrastructure	Alleged Contract Breach/Dispute	2021	An Aptim subcontractor filed suit against Aptim Environmental & Infrastructure alleging breach of contract for nonpayment in relation to work completed after Hurricane Harvey. In turn, Aptim added the City of Houston as an additional defendant in order to seek payment for that and other work.	District Court of Harris County, TX	2021-46988	Ongoing

Matter Name	Type of Incident	Date of Incident	What was the initial circumstance for this action?	Jurisdiction	Case Number	Final Outcome
William Grit vs Koch Remediation and Environmental Services, LLC, Global Remediation and Environmental Services, LLC, Aptim Environmental and Infrastructure Inc. f/k/a CBI Environmental and Infrastructure Inc, Kennedy Jenks Consulting	Alleged Negligence	2021	William Grit alleges Aptim f/k/a CB&I failed to test wells on his property from 2014-2018 resulting in personal harm.	District Court of Shawnee County, Kansas	6919993	Resolved
Chitolie, Allan, d/b/a Chitolie Trucking Services v. Aptim Environmental & Infrastructure, LLC	Allged Contract Breach/Dispute	2022	Allan Chitolie, d/b/a Chitolie Trucking Services filed suit against Aptim Environmental & Infrastructure, LLC alleging unpaid invoices in the amount of $110,000.	Superior Court of the Virgin Islands, District of St. Croix	SX-2022-CV-00448	Resolved
Entergy New Orleans v. Coastal Protection and Restoration Authority, Great Lakes Dredge & Dock Company, LLC of Louisiana, Aptim Corp., et al.	Alleged Negligence	2023	Entergy New Orleans filed suit against CPRA, Great Lakes Dredge & Dock Company, APTIM, GeoEngineers, and Southern Shores Engineering due damage to Entergy's pipeline that allegedly resulted from the "block shift" that occurred during construction of Marsh Containment Area No. 2 on the Golden Triangle Project. Aptim retained by CPRA to design the Project; Southern Shores was the engineer of record for the Project and a sub to APTIM; Geo was a sub to APTIM as the geotechnical engineer on the Project and Great Lakes was retained by CPRA to construct the project.	19th Judicial District Court for the Parish of East Baton Rouge, Louisiana	C-731035	Ongoing
Aptim Environmental & Infrastructure, LLC v. Virgin Islands Government Hospitals and Health Facilities Corporation	Alleged Breach of Contract	2023	Suit against the USVI hospital entity for breach of contract and bad faith "termination" of a substantially completed contract.	USVI Superior Court, St. Croix Division	SX-2023-CV-00287	Ongoing

TAB 6
REQUIRED FORMS AND LICENSES





6 REQUIRED FORMS AND LICENSES

State of Florida

Board of Professional Engineers

Aptim Environmental & Infrastructure LLC

Has satisfied the requirements of Section 471.023, Florida Statutes. In recognition thereof, the Board of Professional Engineers hereby authorizes this firm to offer engineering services in the State of Florida in accordance with Chapter 471, Florida Statutes, and the rules of the Board.

Witness the Seal of the Board and the Signature of the Board's duly authorized Chair this 8th day of July, 2002.

GREAT SEAL OF THE STATE OF FLORIDA · IN GOD WE TRUST

CA Lic. No. 9317

Kenneth S. Todd, Jr.

Kenneth S. Todd, Jr., Chair

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
6401 CONGRESS AVE STE #140
BOCA RATON, FL 33487

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ENGINEER BUSINESS	APTIM ENVIRONMENTAL AND INFRASTRUCTURE LLC	9317	B23.672351 07/27/2023	$99.00	B40150724

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

APTIM ENVIRONMENTAL AND INFRASTRUCTURE LLC
APTIM ENVIRONMENTAL AND INFRASTRUCTURE LLC
6401 CONGRESS AVE STE #140
BOCA RATON FL 33487

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2016094059
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

DRUG FREE WORKPLACE

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

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

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

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

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

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

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

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

Proposer's Signature

Samantha Danchuk, Climate and Coastal Resilience Lead

Drug Free Workplace

PUBLIC ENTITY CRIMES STATEMENT UNDER § 287.133, FLORIDA STATUTES

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

by Samantha Danchuk, Climate and Coastal Resilience Lead
(print individual's name and title)
for Aptim Environmental & Infrastructure, LLC
(print name of entity submitting sworn statement)

whose business address is 6401 Congress Avenue, Suite 140, Boca Raton, FL 33487

and (if applicable) its Federal Employer Identification Number (FEIN) is: 77-0589932

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

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

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

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

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

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

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

Drug Free Workplace

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

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

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

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

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

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

_____
(Signature)

The foregoing document was sworn and subscribed before me this 16 day of August, 2024 by Samantha Danchuk, who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires: 8/19/2026

Notary Public State of Florida
Tracie H McCauley
My Commission
HH 272308
Exp. 8/19/2026

SCRUTINIZED VENDOR CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by Samantha Danchuk, Climate and Coastal Resilience Lead
(print individual's name and title)
for Aptim Environmental & Infrastructure, LLC
(print name of entity submitting sworn statement)

whose business address is 6401 Congress Avenue, Suite 140, Boca Raton, FL 33487

and (if applicable) its Federal Employer Identification Number (FEIN) is: 77-0589932

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

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

   C. Has not engaged in business operations in Cuba or Syria.

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

Sworn Statement 3

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

(Signature)

The foregoing document was sworn and subscribed before me this 16 day of August, 2024 by Samantha Danchuk, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires: 8/19/2026

Notary Public State of Florida
Tracie H McCauley
My Commission
HH 272308
Exp. 8/19/2026

Sworn Statement 4

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: Chad Girard, Public Works Director

DATE: September 12, 2024

SUBJECT: **RESOLUTION – Adoption of a Non-Ad Valorem Assessment Roll to Fund Stormwater Improvements in the Village of North Palm Beach**

Due to concerns about the condition of the Village's aging stormwater system and the lack of funding available to address such concerns, the Village explored the use of a stormwater utility fee to generate a dedicated funding source to repair and maintain the stormwater system.

On December 10, 2020, Village Council adopted Resolution No. 2020-84 stating the Village's intent to levy a non-ad valorem assessment to collect a Stormwater Utility Fee on the 2021 Tax Bill. To that end, Section 197.3632(2), Florida Statutes, requires the Village to execute standard agreements with both the Palm Beach County Property Appraiser and the Palm Beach County Tax Collector in order to proceed with the collection of the stormwater non-ad valorem assessment on the property tax bill. The Village Council approved those agreements on January 28, 2021 in order to continue the process of establishing the Stormwater Utility Fee.

Through the adoption of Ordinance No. 2021-09 on July 8, 2021, the Village established stormwater management as a Village utility enterprise in accordance with Section 403.0893, Florida Statutes, and established utility assessments for stormwater management services to be levied by resolution against all developed properties that benefit from the Village's stormwater management system. The rates levied against the various properties within the Village are dependent on the type of land use, and the calculation for each type of land use utilizes an Equivalent Residential Unit ("ERU") rate of $7.78 established by the Village Council through the adoption of Resolution No. 2021-68.

Through the adoption of Ordinance No. 2022-12 on June 30, 2022, the Village Council modified the assessment methodology for single-family residential properties, adopting a three-tier approach based on parcel area.

On September 14, 2023, the Village Council adopted the non-ad valorem assessment roll for the 2023 stormwater utility assessment and authorized the Mayor to certify the assessment roll to the Palm Beach County Tax Collector.

For 2024, no changes are proposed to the non-ad valorem assessment. The attached Resolution adopts and certifies the non-ad valorem assessment roll for the Stormwater Management Utility Assessment for improved parcels of real property within the Village. The Stormwater Utility Assessment is anticipated to generate approximately $500,000 annually for the improvement and maintenance of the Village's stormwater system.

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 adopting the 2024 Non-Ad Valorem Assessment Roll for the Stormwater Management Utility Assessment to fund Stormwater Improvements in the Village of North Palm Beach and authorizing the Mayor to certify the Assessment Roll in accordance with state law and Village policies and procedures.

RESOLUTION 2024-____

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.

WHEREAS, through the adoption of Resolution 2020-84 on December 20, 2020, the Village Council stated its intention to use the uniform method for the levy, collection and enforcement of a non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes, to finance the costs of operating its Stormwater Utility; and

WHEREAS, as required by Section 197.3632(2), Florida Statutes, through the adoption of Resolution 2021-09 on January 28, 2021, the Village executed agreements with the Palm Beach County Property Appraiser and Palm Beach County Tax Collector for the collection of the non-ad valorem assessment on the property tax bill; and

WHEREAS, through the adoption of Ordinance 2021-09 on July 8, 2021, the Village Council created the Stormwater Management Utility and the Stormwater Management Utility Fund; and

WHEREAS, Section 30-6 of the Village Code of Ordinances provides for the adoption of Stormwater Management Utility Assessments by Resolution of the Village Council and establishes rates based on the type of land use; and

WHEREAS, the calculation for each type of land use utilizes an Equivalent Residential Unit ("ERU") rate of $7.78 established through the adoption of Resolution 2021-68 on August 12, 2021; and

WHEREAS, the Village Council determines that the adoption of this Resolution benefits the public health, safety, and welfare.

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

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

Section 2. The Village Council hereby adopts the non-ad valorem assessment roll for the Stormwater Management Utility Assessment, a copy of which is attached hereto and incorporated herein by reference. The annual assessments were calculated in accordance with Section 30-6(c) of the Village Code. The non-ad valorem assessment roll may be modified or adjusted as authorized by law.

Section 3. In accordance with Section 197.3632(5), Florida Statutes, the Village Council designates and authorizes the Mayor to certify the non-ad valorem assessment roll to the Palm Beach County Tax Collector.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

Parcel Number	Tax Year	NAV Project Code	NAV Assessment Value	NAV Rate	Units
68434204000070040	2024	00468	501.21	7.78	5.37
68434204100080030	2024	00468	7191.91	7.78	77.03
68434204100080042	2024	00468	655.31	7.78	7.02
68434204100080043	2024	00468	523.48	7.78	5.61
68434204100080068	2024	00468	224.76	7.78	2.41
68434204100080080	2024	00468	2397.06	7.78	25.68
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68434204190010380	2024	00468	20.54	7.78	0.22
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68434204380020501	2024	00468	20.54	7.78	0.22
68434204380020502	2024	00468	20.54	7.78	0.22
68434204380020503	2024	00468	20.54	7.78	0.22
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68434204380020601	2024	00468	20.54	7.78	0.22
68434204380020602	2024	00468	20.54	7.78	0.22
68434204380020603	2024	00468	20.54	7.78	0.22
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68434204380020903	2024	00468	20.54	7.78	0.22
68434204380020904	2024	00468	20.54	7.78	0.22
68434204380021001	2024	00468	20.54	7.78	0.22
68434204380021002	2024	00468	20.54	7.78	0.22
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68434204380021104	2024	00468	20.54	7.78	0.22
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68434204380021902	2024	00468	20.54	7.78	0.22
68434204380021903	2024	00468	20.54	7.78	0.22
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68434204380022001	2024	00468	20.54	7.78	0.22
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68434204380022104	2024	00468	20.54	7.78	0.22
68434204380022201	2024	00468	20.54	7.78	0.22
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68434204380030190	2024	00468	20.54	7.78	0.22
68434204380030200	2024	00468	20.54	7.78	0.22
68434205200000010	2024	00468	90.56	7.78	0.97
68434205200000020	2024	00468	90.56	7.78	0.97
68434205200000030	2024	00468	90.56	7.78	0.97
68434205200000040	2024	00468	142.84	7.78	1.53
68434205200000050	2024	00468	90.56	7.78	0.97
68434205200000060	2024	00468	90.56	7.78	0.97
68434205200000070	2024	00468	90.56	7.78	0.97
68434205200000080	2024	00468	90.56	7.78	0.97
68434205200030010	2024	00468	323.23	7.78	3.46
68434205200040060	2024	00468	85.63	7.78	0.92
68434205200070000	2024	00468	47.71	7.78	0.51
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68434205210000010	2024	00468	90.56	7.78	0.97
68434205210000020	2024	00468	56.95	7.78	0.61
68434205210000030	2024	00468	56.95	7.78	0.61
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68434205210000050	2024	00468	56.95	7.78	0.61
68434205210000060	2024	00468	56.95	7.78	0.61
68434205210000070	2024	00468	56.95	7.78	0.61
68434205210000080	2024	00468	56.95	7.78	0.61
68434205210000090	2024	00468	56.95	7.78	0.61
68434205210000100	2024	00468	56.95	7.78	0.61
68434205210000110	2024	00468	90.56	7.78	0.97

68434205210000120	2024	00468	90.56	7.78	0.97
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68434205210000140	2024	00468	90.56	7.78	0.97
68434205210000150	2024	00468	90.56	7.78	0.97
68434205210000160	2024	00468	56.95	7.78	0.61
68434205210000170	2024	00468	90.56	7.78	0.97
68434205210000180	2024	00468	90.56	7.78	0.97
68434205210000190	2024	00468	56.95	7.78	0.61
68434205210000200	2024	00468	56.95	7.78	0.61
68434205210000210	2024	00468	56.95	7.78	0.61
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68434205220000010	2024	00468	56.95	7.78	0.61
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68434205230090760	2024	00468	56.95	7.78	0.61
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68434205320001100	2024	00468	20.54	7.78	0.22
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68434205320001140	2024	00468	20.54	7.78	0.22
68434205320001150	2024	00468	20.54	7.78	0.22
68434208000001110	2024	00468	2379.42	7.78	25.49
68434208000001200	2024	00468	102.52	7.78	1.1
68434208000007000	2024	00468	4357.33	7.78	46.67
68434208000007010	2024	00468	142.84	7.78	1.53
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68434208000007130	2024	00468	142.84	7.78	1.53
68434208010000010	2024	00468	90.56	7.78	0.97
68434208010000020	2024	00468	90.56	7.78	0.97
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68434208010000050	2024	00468	90.56	7.78	0.97
68434208010000060	2024	00468	90.56	7.78	0.97
68434208010000070	2024	00468	90.56	7.78	0.97
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68434208010000090	2024	00468	90.56	7.78	0.97
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68434208020400060	2024	00468	90.56	7.78	0.97
68434208020400070	2024	00468	142.84	7.78	1.53
68434208020400080	2024	00468	90.56	7.78	0.97
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68434208020400100	2024	00468	90.56	7.78	0.97
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68434208020400120	2024	00468	90.56	7.78	0.97
68434208020400130	2024	00468	90.56	7.78	0.97
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68434208020400150	2024	00468	90.56	7.78	0.97
68434208020400160	2024	00468	90.56	7.78	0.97
68434208020400170	2024	00468	90.56	7.78	0.97
68434208020400180	2024	00468	90.56	7.78	0.97

68434208020400190	2024	00468	90.56	7.78	0.97
68434208020400200	2024	00468	90.56	7.78	0.97
68434208020400210	2024	00468	90.56	7.78	0.97
68434208020400220	2024	00468	90.56	7.78	0.97
68434208020400230	2024	00468	90.56	7.78	0.97
68434208020400240	2024	00468	90.56	7.78	0.97
68434208020400250	2024	00468	90.56	7.78	0.97
68434208020400260	2024	00468	90.56	7.78	0.97
68434208020400270	2024	00468	90.56	7.78	0.97
68434208020400280	2024	00468	90.56	7.78	0.97
68434208020400290	2024	00468	90.56	7.78	0.97
68434208020400300	2024	00468	90.56	7.78	0.97
68434208020400310	2024	00468	90.56	7.78	0.97
68434208020400320	2024	00468	90.56	7.78	0.97
68434208020400330	2024	00468	90.56	7.78	0.97
68434208020400340	2024	00468	90.56	7.78	0.97
68434208020400350	2024	00468	90.56	7.78	0.97
68434208020400360	2024	00468	90.56	7.78	0.97
68434208020400370	2024	00468	1197.63	7.78	12.83
68434208020400380	2024	00468	24.65	7.78	0.26
68434208020410010	2024	00468	90.56	7.78	0.97
68434208020410020	2024	00468	90.56	7.78	0.97
68434208020410030	2024	00468	90.56	7.78	0.97
68434208020410041	2024	00468	90.56	7.78	0.97
68434208020410050	2024	00468	90.56	7.78	0.97
68434208020410060	2024	00468	90.56	7.78	0.97
68434208020410070	2024	00468	90.56	7.78	0.97
68434208020410080	2024	00468	90.56	7.78	0.97
68434208020410090	2024	00468	90.56	7.78	0.97
68434208020410100	2024	00468	90.56	7.78	0.97
68434208020410110	2024	00468	90.56	7.78	0.97
68434208020410120	2024	00468	90.56	7.78	0.97
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68434208020410140	2024	00468	90.56	7.78	0.97
68434208020410150	2024	00468	90.56	7.78	0.97
68434208020410160	2024	00468	90.56	7.78	0.97
68434208020410170	2024	00468	90.56	7.78	0.97
68434208020410180	2024	00468	90.56	7.78	0.97
68434208020410190	2024	00468	90.56	7.78	0.97
68434208020410200	2024	00468	90.56	7.78	0.97
68434208020410210	2024	00468	90.56	7.78	0.97
68434208020410220	2024	00468	90.56	7.78	0.97
68434208020410230	2024	00468	90.56	7.78	0.97
68434208020410240	2024	00468	90.56	7.78	0.97
68434208020410250	2024	00468	90.56	7.78	0.97
68434208020410260	2024	00468	90.56	7.78	0.97
68434208020410270	2024	00468	90.56	7.78	0.97
68434208020410280	2024	00468	90.56	7.78	0.97
68434208020420010	2024	00468	90.56	7.78	0.97

68434208020420020	2024	00468	90.56	7.78	0.97
68434208020420030	2024	00468	90.56	7.78	0.97
68434208020420040	2024	00468	90.56	7.78	0.97
68434208020420050	2024	00468	90.56	7.78	0.97
68434208020420060	2024	00468	90.56	7.78	0.97
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68434208020420080	2024	00468	90.56	7.78	0.97
68434208020420090	2024	00468	90.56	7.78	0.97
68434208020420100	2024	00468	90.56	7.78	0.97
68434208020420110	2024	00468	90.56	7.78	0.97
68434208020420120	2024	00468	90.56	7.78	0.97
68434208020420130	2024	00468	90.56	7.78	0.97
68434208020420150	2024	00468	90.56	7.78	0.97
68434208020420160	2024	00468	90.56	7.78	0.97
68434208020420170	2024	00468	90.56	7.78	0.97
68434208020420180	2024	00468	90.56	7.78	0.97
68434208020420190	2024	00468	90.56	7.78	0.97
68434208020420200	2024	00468	90.56	7.78	0.97
68434208020420210	2024	00468	142.84	7.78	1.53
68434208020420220	2024	00468	142.84	7.78	1.53
68434208020420230	2024	00468	90.56	7.78	0.97
68434208020420240	2024	00468	90.56	7.78	0.97
68434208020420250	2024	00468	90.56	7.78	0.97
68434208020420260	2024	00468	90.56	7.78	0.97
68434208020420270	2024	00468	90.56	7.78	0.97
68434208020420280	2024	00468	90.56	7.78	0.97
68434208020420290	2024	00468	90.56	7.78	0.97
68434208020420300	2024	00468	90.56	7.78	0.97
68434208020420310	2024	00468	90.56	7.78	0.97
68434208020420320	2024	00468	90.56	7.78	0.97
68434208020430010	2024	00468	90.56	7.78	0.97
68434208020430020	2024	00468	90.56	7.78	0.97
68434208020430030	2024	00468	142.84	7.78	1.53
68434208020430040	2024	00468	90.56	7.78	0.97
68434208020430050	2024	00468	90.56	7.78	0.97
68434208020430060	2024	00468	90.56	7.78	0.97
68434208020430070	2024	00468	90.56	7.78	0.97
68434208020430080	2024	00468	90.56	7.78	0.97
68434208020430090	2024	00468	90.56	7.78	0.97
68434208020430100	2024	00468	90.56	7.78	0.97
68434208020430110	2024	00468	90.56	7.78	0.97
68434208020430120	2024	00468	90.56	7.78	0.97
68434208020430130	2024	00468	90.56	7.78	0.97
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68434208020430150	2024	00468	90.56	7.78	0.97
68434208020430160	2024	00468	90.56	7.78	0.97
68434208020430170	2024	00468	90.56	7.78	0.97
68434208020430180	2024	00468	90.56	7.78	0.97
68434208020430190	2024	00468	90.56	7.78	0.97

68434208020430200	2024	00468	90.56	7.78	0.97
68434208020430210	2024	00468	90.56	7.78	0.97
68434208020430220	2024	00468	90.56	7.78	0.97
68434208020430230	2024	00468	90.56	7.78	0.97
68434208020440010	2024	00468	90.56	7.78	0.97
68434208020440020	2024	00468	90.56	7.78	0.97
68434208020440030	2024	00468	90.56	7.78	0.97
68434208020440040	2024	00468	142.84	7.78	1.53
68434208020440050	2024	00468	142.84	7.78	1.53
68434208020440060	2024	00468	90.56	7.78	0.97
68434208020440070	2024	00468	142.84	7.78	1.53
68434208020440080	2024	00468	90.56	7.78	0.97
68434208020440090	2024	00468	90.56	7.78	0.97
68434208020440110	2024	00468	90.56	7.78	0.97
68434208020440120	2024	00468	90.56	7.78	0.97
68434208020440130	2024	00468	90.56	7.78	0.97
68434208020440140	2024	00468	90.56	7.78	0.97
68434208020440150	2024	00468	90.56	7.78	0.97
68434208020440160	2024	00468	90.56	7.78	0.97
68434208020440170	2024	00468	142.84	7.78	1.53
68434208020440180	2024	00468	142.84	7.78	1.53
68434208020440190	2024	00468	90.56	7.78	0.97
68434208020440200	2024	00468	90.56	7.78	0.97
68434208020440210	2024	00468	90.56	7.78	0.97
68434208020440220	2024	00468	90.56	7.78	0.97
68434208020440230	2024	00468	90.56	7.78	0.97
68434208020440240	2024	00468	90.56	7.78	0.97
68434208020440250	2024	00468	90.56	7.78	0.97
68434208020440260	2024	00468	90.56	7.78	0.97
68434208020440270	2024	00468	90.56	7.78	0.97
68434208020440280	2024	00468	90.56	7.78	0.97
68434208020440290	2024	00468	90.56	7.78	0.97
68434208020450010	2024	00468	90.56	7.78	0.97
68434208020450020	2024	00468	90.56	7.78	0.97
68434208020450030	2024	00468	90.56	7.78	0.97
68434208020450040	2024	00468	90.56	7.78	0.97
68434208020450050	2024	00468	90.56	7.78	0.97
68434208020450060	2024	00468	90.56	7.78	0.97
68434208020450070	2024	00468	90.56	7.78	0.97
68434208020450080	2024	00468	90.56	7.78	0.97
68434208020450090	2024	00468	90.56	7.78	0.97
68434208020450100	2024	00468	90.56	7.78	0.97
68434208020450110	2024	00468	90.56	7.78	0.97
68434208020450120	2024	00468	90.56	7.78	0.97
68434208020450130	2024	00468	90.56	7.78	0.97
68434208020450140	2024	00468	90.56	7.78	0.97
68434208020450150	2024	00468	90.56	7.78	0.97
68434208020450160	2024	00468	90.56	7.78	0.97
68434208020450170	2024	00468	90.56	7.78	0.97

68434208020450180	2024	00468	90.56	7.78	0.97
68434208020450190	2024	00468	90.56	7.78	0.97
68434208020450200	2024	00468	90.56	7.78	0.97
68434208020460010	2024	00468	90.56	7.78	0.97
68434208020460020	2024	00468	90.56	7.78	0.97
68434208020460030	2024	00468	90.56	7.78	0.97
68434208020460040	2024	00468	90.56	7.78	0.97
68434208020460050	2024	00468	90.56	7.78	0.97
68434208020460060	2024	00468	90.56	7.78	0.97
68434208020460070	2024	00468	142.84	7.78	1.53
68434208020460080	2024	00468	142.84	7.78	1.53
68434208020460090	2024	00468	90.56	7.78	0.97
68434208020460100	2024	00468	90.56	7.78	0.97
68434208020460110	2024	00468	90.56	7.78	0.97
68434208020460120	2024	00468	90.56	7.78	0.97
68434208020460130	2024	00468	90.56	7.78	0.97
68434208020460140	2024	00468	90.56	7.78	0.97
68434208020460150	2024	00468	90.56	7.78	0.97
68434208020460160	2024	00468	90.56	7.78	0.97
68434208020460170	2024	00468	90.56	7.78	0.97
68434208020460180	2024	00468	142.84	7.78	1.53
68434208020460190	2024	00468	90.56	7.78	0.97
68434208020460200	2024	00468	90.56	7.78	0.97
68434208020460210	2024	00468	90.56	7.78	0.97
68434208020460220	2024	00468	90.56	7.78	0.97
68434208020460230	2024	00468	90.56	7.78	0.97
68434208020460240	2024	00468	90.56	7.78	0.97
68434208020460250	2024	00468	90.56	7.78	0.97
68434208020460260	2024	00468	90.56	7.78	0.97
68434208020460270	2024	00468	90.56	7.78	0.97
68434208020460280	2024	00468	142.84	7.78	1.53
68434208020460290	2024	00468	90.56	7.78	0.97
68434208020470010	2024	00468	90.56	7.78	0.97
68434208020470020	2024	00468	90.56	7.78	0.97
68434208020470030	2024	00468	90.56	7.78	0.97
68434208020470040	2024	00468	90.56	7.78	0.97
68434208020470050	2024	00468	90.56	7.78	0.97
68434208020470060	2024	00468	90.56	7.78	0.97
68434208020470070	2024	00468	90.56	7.78	0.97
68434208020470080	2024	00468	90.56	7.78	0.97
68434208020470090	2024	00468	90.56	7.78	0.97
68434208020470100	2024	00468	90.56	7.78	0.97
68434208020470110	2024	00468	90.56	7.78	0.97
68434208020470120	2024	00468	90.56	7.78	0.97
68434208020470130	2024	00468	90.56	7.78	0.97
68434208020470140	2024	00468	90.56	7.78	0.97
68434208020470150	2024	00468	90.56	7.78	0.97
68434208020470160	2024	00468	90.56	7.78	0.97
68434208020470170	2024	00468	90.56	7.78	0.97

68434208020470180	2024	00468	90.56	7.78	0.97
68434208020470190	2024	00468	90.56	7.78	0.97
68434208020470200	2024	00468	90.56	7.78	0.97
68434208020480010	2024	00468	90.56	7.78	0.97
68434208020480020	2024	00468	90.56	7.78	0.97
68434208020480030	2024	00468	90.56	7.78	0.97
68434208020480040	2024	00468	90.56	7.78	0.97
68434208020480050	2024	00468	90.56	7.78	0.97
68434208020480060	2024	00468	90.56	7.78	0.97
68434208020480070	2024	00468	90.56	7.78	0.97
68434208020480080	2024	00468	90.56	7.78	0.97
68434208020480090	2024	00468	90.56	7.78	0.97
68434208020480100	2024	00468	90.56	7.78	0.97
68434208020480110	2024	00468	90.56	7.78	0.97
68434208020480120	2024	00468	90.56	7.78	0.97
68434208020480130	2024	00468	90.56	7.78	0.97
68434208020480140	2024	00468	90.56	7.78	0.97
68434208020480150	2024	00468	90.56	7.78	0.97
68434208020480160	2024	00468	90.56	7.78	0.97
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68434208020480180	2024	00468	90.56	7.78	0.97
68434208020480190	2024	00468	90.56	7.78	0.97
68434208020480200	2024	00468	90.56	7.78	0.97
68434208020480210	2024	00468	90.56	7.78	0.97
68434208020480220	2024	00468	90.56	7.78	0.97
68434208020490010	2024	00468	90.56	7.78	0.97
68434208020490020	2024	00468	90.56	7.78	0.97
68434208020490030	2024	00468	90.56	7.78	0.97
68434208020490040	2024	00468	90.56	7.78	0.97
68434208020490050	2024	00468	90.56	7.78	0.97
68434208020490060	2024	00468	90.56	7.78	0.97
68434208020490070	2024	00468	90.56	7.78	0.97
68434208020490080	2024	00468	90.56	7.78	0.97
68434208020490090	2024	00468	90.56	7.78	0.97
68434208020490100	2024	00468	90.56	7.78	0.97
68434208020490110	2024	00468	90.56	7.78	0.97
68434208020490120	2024	00468	90.56	7.78	0.97
68434208020490130	2024	00468	142.84	7.78	1.53
68434208020490140	2024	00468	90.56	7.78	0.97
68434208020490150	2024	00468	90.56	7.78	0.97
68434208020490160	2024	00468	90.56	7.78	0.97
68434208020490170	2024	00468	90.56	7.78	0.97
68434208020490180	2024	00468	90.56	7.78	0.97
68434208020490190	2024	00468	90.56	7.78	0.97
68434208020490200	2024	00468	90.56	7.78	0.97
68434208020490210	2024	00468	90.56	7.78	0.97
68434208020490220	2024	00468	90.56	7.78	0.97
68434208020490230	2024	00468	90.56	7.78	0.97
68434208020500010	2024	00468	90.56	7.78	0.97

68434208020500020	2024	00468	90.56	7.78	0.97
68434208020500030	2024	00468	90.56	7.78	0.97
68434208020500040	2024	00468	90.56	7.78	0.97
68434208020500050	2024	00468	90.56	7.78	0.97
68434208020500060	2024	00468	90.56	7.78	0.97
68434208020500070	2024	00468	90.56	7.78	0.97
68434208020500080	2024	00468	90.56	7.78	0.97
68434208020500090	2024	00468	90.56	7.78	0.97
68434208020500110	2024	00468	90.56	7.78	0.97
68434208020500120	2024	00468	433.65	7.78	4.64
68434208020500150	2024	00468	91.78	7.78	0.98
68434208020500160	2024	00468	67.03	7.78	0.72
68434208020500170	2024	00468	51.38	7.78	0.55
68434208020500180	2024	00468	102.74	7.78	1.1
68434208020500210	2024	00468	119.76	7.78	1.28
68434208020500220	2024	00468	120.22	7.78	1.29
68434208020500240	2024	00468	90.56	7.78	0.97
68434208020500250	2024	00468	90.56	7.78	0.97
68434208020510010	2024	00468	90.56	7.78	0.97
68434208020510020	2024	00468	90.56	7.78	0.97
68434208020510030	2024	00468	90.56	7.78	0.97
68434208020510040	2024	00468	90.56	7.78	0.97
68434208020510050	2024	00468	90.56	7.78	0.97
68434208020510060	2024	00468	90.56	7.78	0.97
68434208020510070	2024	00468	90.56	7.78	0.97
68434208020510080	2024	00468	90.56	7.78	0.97
68434208020510090	2024	00468	90.56	7.78	0.97
68434208020510100	2024	00468	90.56	7.78	0.97
68434208020510110	2024	00468	90.56	7.78	0.97
68434208020510120	2024	00468	90.56	7.78	0.97
68434208020510130	2024	00468	90.56	7.78	0.97
68434208020510140	2024	00468	90.56	7.78	0.97
68434208020510150	2024	00468	90.56	7.78	0.97
68434208020510160	2024	00468	90.56	7.78	0.97
68434208020510170	2024	00468	90.56	7.78	0.97
68434208020510180	2024	00468	90.56	7.78	0.97
68434208020510190	2024	00468	90.56	7.78	0.97
68434208020510200	2024	00468	90.56	7.78	0.97
68434208020510210	2024	00468	90.56	7.78	0.97
68434208020510220	2024	00468	90.56	7.78	0.97
68434208020510230	2024	00468	90.56	7.78	0.97
68434208020510240	2024	00468	148.32	7.78	1.59
68434208020520010	2024	00468	90.56	7.78	0.97
68434208020520020	2024	00468	90.56	7.78	0.97
68434208020520030	2024	00468	90.56	7.78	0.97
68434208020520040	2024	00468	90.56	7.78	0.97
68434208020520050	2024	00468	90.56	7.78	0.97
68434208020520060	2024	00468	90.56	7.78	0.97
68434208020520070	2024	00468	90.56	7.78	0.97

68434208020520080	2024	00468	90.56	7.78	0.97
68434208020520100	2024	00468	90.56	7.78	0.97
68434208020520110	2024	00468	90.56	7.78	0.97
68434208020520120	2024	00468	90.56	7.78	0.97
68434208020520130	2024	00468	90.56	7.78	0.97
68434208020520140	2024	00468	90.56	7.78	0.97
68434208020520150	2024	00468	90.56	7.78	0.97
68434208020520160	2024	00468	90.56	7.78	0.97
68434208020520170	2024	00468	90.56	7.78	0.97
68434208020520180	2024	00468	90.56	7.78	0.97
68434208020530010	2024	00468	90.56	7.78	0.97
68434208020530020	2024	00468	90.56	7.78	0.97
68434208020530030	2024	00468	90.56	7.78	0.97
68434208020530040	2024	00468	90.56	7.78	0.97
68434208020530050	2024	00468	90.56	7.78	0.97
68434208020530060	2024	00468	76.07	7.78	0.81
68434208020530070	2024	00468	90.56	7.78	0.97
68434208020530080	2024	00468	90.56	7.78	0.97
68434208020530090	2024	00468	90.56	7.78	0.97
68434208020530100	2024	00468	142.84	7.78	1.53
68434208020530110	2024	00468	142.84	7.78	1.53
68434208020530120	2024	00468	90.56	7.78	0.97
68434208020530130	2024	00468	90.56	7.78	0.97
68434208020530140	2024	00468	90.56	7.78	0.97
68434208020530150	2024	00468	142.84	7.78	1.53
68434208020530160	2024	00468	90.56	7.78	0.97
68434208020530170	2024	00468	90.56	7.78	0.97
68434208020530180	2024	00468	90.56	7.78	0.97
68434208020530190	2024	00468	70.55	7.78	0.76
68434208020530200	2024	00468	90.56	7.78	0.97
68434208020530210	2024	00468	90.56	7.78	0.97
68434208020530220	2024	00468	90.56	7.78	0.97
68434208020530230	2024	00468	90.56	7.78	0.97
68434208020530240	2024	00468	90.56	7.78	0.97
68434208020530250	2024	00468	90.56	7.78	0.97
68434208020530260	2024	00468	90.56	7.78	0.97
68434208020530270	2024	00468	145.21	7.78	1.56
68434208030000010	2024	00468	90.56	7.78	0.97
68434208030000020	2024	00468	142.84	7.78	1.53
68434208030000030	2024	00468	142.84	7.78	1.53
68434208030000040	2024	00468	142.84	7.78	1.53
68434208030000050	2024	00468	142.84	7.78	1.53
68434208030000060	2024	00468	142.84	7.78	1.53
68434208030000070	2024	00468	142.84	7.78	1.53
68434208030000080	2024	00468	90.56	7.78	0.97
68434208030000090	2024	00468	90.56	7.78	0.97
68434208030000100	2024	00468	90.56	7.78	0.97
68434208030000110	2024	00468	90.56	7.78	0.97
68434208030000120	2024	00468	90.56	7.78	0.97

68434208030000140	2024	00468	90.56	7.78	0.97
68434208030000150	2024	00468	90.56	7.78	0.97
68434208030000160	2024	00468	90.56	7.78	0.97
68434208030000170	2024	00468	90.56	7.78	0.97
68434208030000180	2024	00468	142.84	7.78	1.53
68434208030000190	2024	00468	142.84	7.78	1.53
68434208030000200	2024	00468	142.84	7.78	1.53
68434208030000210	2024	00468	90.56	7.78	0.97
68434208030000220	2024	00468	90.56	7.78	0.97
68434208030000230	2024	00468	90.56	7.78	0.97
68434208030000240	2024	00468	90.56	7.78	0.97
68434208030000250	2024	00468	90.56	7.78	0.97
68434208030000260	2024	00468	90.56	7.78	0.97
68434208030000270	2024	00468	90.56	7.78	0.97
68434208030000280	2024	00468	142.84	7.78	1.53
68434208030000290	2024	00468	90.56	7.78	0.97
68434208030000300	2024	00468	90.56	7.78	0.97
68434208030000310	2024	00468	142.84	7.78	1.53
68434208030000320	2024	00468	142.84	7.78	1.53
68434208030000330	2024	00468	142.84	7.78	1.53
68434208030000340	2024	00468	142.84	7.78	1.53
68434208030000350	2024	00468	142.84	7.78	1.53
68434208030000360	2024	00468	142.84	7.78	1.53
68434208030000370	2024	00468	90.56	7.78	0.97
68434208030000380	2024	00468	142.84	7.78	1.53
68434208030000390	2024	00468	142.84	7.78	1.53
68434208030000400	2024	00468	142.84	7.78	1.53
68434208030000410	2024	00468	142.84	7.78	1.53
68434208030000420	2024	00468	142.84	7.78	1.53
68434208030000430	2024	00468	142.84	7.78	1.53
68434208030000440	2024	00468	142.84	7.78	1.53
68434208030000450	2024	00468	142.84	7.78	1.53
68434208030000460	2024	00468	142.84	7.78	1.53
68434208030000470	2024	00468	142.84	7.78	1.53
68434208030000480	2024	00468	142.84	7.78	1.53
68434208030000490	2024	00468	142.84	7.78	1.53
68434208030000500	2024	00468	142.84	7.78	1.53
68434208030000510	2024	00468	90.56	7.78	0.97
68434208030000520	2024	00468	142.84	7.78	1.53
68434208030000530	2024	00468	142.84	7.78	1.53
68434208030000540	2024	00468	90.56	7.78	0.97
68434208030000550	2024	00468	90.56	7.78	0.97
68434208030000560	2024	00468	90.56	7.78	0.97
68434208030000570	2024	00468	90.56	7.78	0.97
68434208030000580	2024	00468	90.56	7.78	0.97
68434208030000590	2024	00468	90.56	7.78	0.97
68434208030000600	2024	00468	90.56	7.78	0.97
68434208030000610	2024	00468	90.56	7.78	0.97
68434208030000620	2024	00468	90.56	7.78	0.97

68434208030000630	2024	00468	90.56	7.78	0.97
68434208030000640	2024	00468	90.56	7.78	0.97
68434208030000650	2024	00468	90.56	7.78	0.97
68434208030000660	2024	00468	90.56	7.78	0.97
68434208030000670	2024	00468	90.56	7.78	0.97
68434208030000680	2024	00468	90.56	7.78	0.97
68434208030000700	2024	00468	90.56	7.78	0.97
68434208030000710	2024	00468	142.84	7.78	1.53
68434208030000720	2024	00468	142.84	7.78	1.53
68434208030000730	2024	00468	142.84	7.78	1.53
68434208030000741	2024	00468	90.56	7.78	0.97
68434208030000750	2024	00468	142.84	7.78	1.53
68434208030000760	2024	00468	142.84	7.78	1.53
68434208030000770	2024	00468	90.56	7.78	0.97
68434208030000780	2024	00468	90.56	7.78	0.97
68434208030000790	2024	00468	90.56	7.78	0.97
68434208030000800	2024	00468	90.56	7.78	0.97
68434208030000810	2024	00468	90.56	7.78	0.97
68434208030000820	2024	00468	90.56	7.78	0.97
68434208030000830	2024	00468	90.56	7.78	0.97
68434208030000840	2024	00468	90.56	7.78	0.97
68434208030000850	2024	00468	90.56	7.78	0.97
68434208030000860	2024	00468	90.56	7.78	0.97
68434208030000870	2024	00468	90.56	7.78	0.97
68434208030000880	2024	00468	90.56	7.78	0.97
68434208030000890	2024	00468	90.56	7.78	0.97
68434208030000900	2024	00468	90.56	7.78	0.97
68434208030000910	2024	00468	90.56	7.78	0.97
68434208030000920	2024	00468	90.56	7.78	0.97
68434208030000930	2024	00468	90.56	7.78	0.97
68434208030000940	2024	00468	90.56	7.78	0.97
68434208030000950	2024	00468	90.56	7.78	0.97
68434208030000960	2024	00468	142.84	7.78	1.53
68434208030000970	2024	00468	142.84	7.78	1.53
68434208030000980	2024	00468	142.84	7.78	1.53
68434208030000990	2024	00468	142.84	7.78	1.53
68434208030001000	2024	00468	142.84	7.78	1.53
68434208030001010	2024	00468	142.84	7.78	1.53
68434208030001020	2024	00468	142.84	7.78	1.53
68434208030001030	2024	00468	142.84	7.78	1.53
68434208030001040	2024	00468	142.84	7.78	1.53
68434208030001050	2024	00468	142.84	7.78	1.53
68434208040001060	2024	00468	90.56	7.78	0.97
68434208040001070	2024	00468	90.56	7.78	0.97
68434208040001080	2024	00468	90.56	7.78	0.97
68434208040001090	2024	00468	90.56	7.78	0.97
68434208040001100	2024	00468	90.56	7.78	0.97
68434208040001110	2024	00468	90.56	7.78	0.97
68434208040001120	2024	00468	90.56	7.78	0.97

68434208040001130	2024	00468	90.56	7.78	0.97
68434208040001140	2024	00468	90.56	7.78	0.97
68434208040001150	2024	00468	90.56	7.78	0.97
68434208040001160	2024	00468	142.84	7.78	1.53
68434208040001171	2024	00468	142.84	7.78	1.53
68434208040001172	2024	00468	142.84	7.78	1.53
68434208040001190	2024	00468	142.84	7.78	1.53
68434208040001210	2024	00468	142.84	7.78	1.53
68434208040001220	2024	00468	142.84	7.78	1.53
68434208040001230	2024	00468	142.84	7.78	1.53
68434208040001240	2024	00468	142.84	7.78	1.53
68434208040001250	2024	00468	142.84	7.78	1.53
68434208040001260	2024	00468	90.56	7.78	0.97
68434208040001270	2024	00468	90.56	7.78	0.97
68434208040001280	2024	00468	90.56	7.78	0.97
68434208040001290	2024	00468	90.56	7.78	0.97
68434208040001300	2024	00468	90.56	7.78	0.97
68434208040001310	2024	00468	90.56	7.78	0.97
68434208040001320	2024	00468	90.56	7.78	0.97
68434208040001330	2024	00468	90.56	7.78	0.97
68434208040001340	2024	00468	90.56	7.78	0.97
68434208040001350	2024	00468	90.56	7.78	0.97
68434208040001360	2024	00468	90.56	7.78	0.97
68434208040001370	2024	00468	90.56	7.78	0.97
68434208040001380	2024	00468	90.56	7.78	0.97
68434208040001390	2024	00468	90.56	7.78	0.97
68434208040001400	2024	00468	90.56	7.78	0.97
68434208040001410	2024	00468	90.56	7.78	0.97
68434208040001420	2024	00468	90.56	7.78	0.97
68434208050010010	2024	00468	90.56	7.78	0.97
68434208050010020	2024	00468	90.56	7.78	0.97
68434208050010030	2024	00468	90.56	7.78	0.97
68434208050010040	2024	00468	90.56	7.78	0.97
68434208050010050	2024	00468	90.56	7.78	0.97
68434208050010060	2024	00468	90.56	7.78	0.97
68434208050010070	2024	00468	90.56	7.78	0.97
68434208050010080	2024	00468	90.56	7.78	0.97
68434208050010090	2024	00468	90.56	7.78	0.97
68434208050010100	2024	00468	90.56	7.78	0.97
68434208050010110	2024	00468	90.56	7.78	0.97
68434208050010120	2024	00468	90.56	7.78	0.97
68434208050020010	2024	00468	90.56	7.78	0.97
68434208050020020	2024	00468	90.56	7.78	0.97
68434208050020030	2024	00468	90.56	7.78	0.97
68434208050020040	2024	00468	90.56	7.78	0.97
68434208050020050	2024	00468	90.56	7.78	0.97
68434208050020060	2024	00468	90.56	7.78	0.97
68434208050020070	2024	00468	90.56	7.78	0.97
68434208050020080	2024	00468	90.56	7.78	0.97

68434208060000010	2024	00468	142.84	7.78	1.53
68434208060000020	2024	00468	90.56	7.78	0.97
68434208060000030	2024	00468	90.56	7.78	0.97
68434208060000040	2024	00468	90.56	7.78	0.97
68434208060000050	2024	00468	90.56	7.78	0.97
68434208060000060	2024	00468	90.56	7.78	0.97
68434208060000070	2024	00468	90.56	7.78	0.97
68434208060000080	2024	00468	90.56	7.78	0.97
68434208060000090	2024	00468	90.56	7.78	0.97
68434208060000100	2024	00468	90.56	7.78	0.97
68434208060000110	2024	00468	90.56	7.78	0.97
68434208060000120	2024	00468	90.56	7.78	0.97
68434208070000010	2024	00468	90.56	7.78	0.97
68434208070000020	2024	00468	90.56	7.78	0.97
68434208070000030	2024	00468	90.56	7.78	0.97
68434208070000040	2024	00468	90.56	7.78	0.97
68434208070000050	2024	00468	90.56	7.78	0.97
68434208070000060	2024	00468	90.56	7.78	0.97
68434208070000070	2024	00468	90.56	7.78	0.97
68434208070000080	2024	00468	90.56	7.78	0.97
68434208070000090	2024	00468	90.56	7.78	0.97
68434208070000100	2024	00468	90.56	7.78	0.97
68434208070000110	2024	00468	90.56	7.78	0.97
68434208070000120	2024	00468	90.56	7.78	0.97
68434208070000130	2024	00468	90.56	7.78	0.97
68434208070000140	2024	00468	90.56	7.78	0.97
68434208070000150	2024	00468	90.56	7.78	0.97
68434208070000160	2024	00468	90.56	7.78	0.97
68434208070000170	2024	00468	90.56	7.78	0.97
68434208070000180	2024	00468	90.56	7.78	0.97
68434208070000190	2024	00468	90.56	7.78	0.97
68434208070000200	2024	00468	90.56	7.78	0.97
68434208070000210	2024	00468	90.56	7.78	0.97
68434208070000220	2024	00468	90.56	7.78	0.97
68434208070000230	2024	00468	90.56	7.78	0.97
68434208070000240	2024	00468	90.56	7.78	0.97
68434208070000250	2024	00468	90.56	7.78	0.97
68434208070000260	2024	00468	90.56	7.78	0.97
68434208070000270	2024	00468	90.56	7.78	0.97
68434208070000280	2024	00468	90.56	7.78	0.97
68434208070000290	2024	00468	90.56	7.78	0.97
68434208070000300	2024	00468	90.56	7.78	0.97
68434208070000310	2024	00468	90.56	7.78	0.97
68434208070000320	2024	00468	90.56	7.78	0.97
68434208070000330	2024	00468	90.56	7.78	0.97
68434208070000340	2024	00468	90.56	7.78	0.97
68434208070000350	2024	00468	90.56	7.78	0.97
68434208070000360	2024	00468	90.56	7.78	0.97
68434208080000010	2024	00468	90.56	7.78	0.97

68434208080000020	2024	00468	90.56	7.78	0.97
68434208080000030	2024	00468	90.56	7.78	0.97
68434208080000040	2024	00468	90.56	7.78	0.97
68434208080000050	2024	00468	90.56	7.78	0.97
68434208080000060	2024	00468	90.56	7.78	0.97
68434208080000070	2024	00468	90.56	7.78	0.97
68434208080000080	2024	00468	90.56	7.78	0.97
68434208110000010	2024	00468	90.56	7.78	0.97
68434208110000020	2024	00468	90.56	7.78	0.97
68434208110000030	2024	00468	90.56	7.78	0.97
68434208110000040	2024	00468	90.56	7.78	0.97
68434208110000050	2024	00468	90.56	7.78	0.97
68434208110000060	2024	00468	90.56	7.78	0.97
68434208110000070	2024	00468	90.56	7.78	0.97
68434208110000080	2024	00468	90.56	7.78	0.97
68434208110000090	2024	00468	90.56	7.78	0.97
68434208110000100	2024	00468	90.56	7.78	0.97
68434208150000010	2024	00468	142.84	7.78	1.53
68434208150000020	2024	00468	142.84	7.78	1.53
68434208150000030	2024	00468	142.84	7.78	1.53
68434208180000000	2024	00468	5004.51	7.78	53.6
68434208190000000	2024	00468	6689.80	7.78	71.66
68434208210000010	2024	00468	90.56	7.78	0.97
68434208210000020	2024	00468	90.56	7.78	0.97
68434208210000030	2024	00468	142.84	7.78	1.53
68434208230000010	2024	00468	90.56	7.78	0.97
68434208230000020	2024	00468	90.56	7.78	0.97
68434208230000030	2024	00468	90.56	7.78	0.97
68434208230000040	2024	00468	90.56	7.78	0.97
68434208230000050	2024	00468	90.56	7.78	0.97
68434208230000060	2024	00468	90.56	7.78	0.97
68434208230000070	2024	00468	90.56	7.78	0.97
68434208230000080	2024	00468	90.56	7.78	0.97
68434208230000090	2024	00468	90.56	7.78	0.97
68434208230000100	2024	00468	90.56	7.78	0.97
68434208230000110	2024	00468	90.56	7.78	0.97
68434208230000120	2024	00468	90.56	7.78	0.97
68434208230000130	2024	00468	90.56	7.78	0.97
68434208230000140	2024	00468	142.84	7.78	1.53
68434208230000150	2024	00468	90.56	7.78	0.97
68434208230000160	2024	00468	90.56	7.78	0.97
68434208230000170	2024	00468	90.56	7.78	0.97
68434208230000180	2024	00468	90.56	7.78	0.97
68434208230000190	2024	00468	90.56	7.78	0.97
68434208230000200	2024	00468	90.56	7.78	0.97
68434208230000210	2024	00468	90.56	7.78	0.97
68434208230000220	2024	00468	90.56	7.78	0.97
68434208230000230	2024	00468	142.84	7.78	1.53
68434208230000240	2024	00468	142.84	7.78	1.53

68434208230000250	2024	00468	142.84	7.78	1.53
68434208230000260	2024	00468	90.56	7.78	0.97
68434208230000270	2024	00468	90.56	7.78	0.97
68434208230000280	2024	00468	90.56	7.78	0.97
68434208230000290	2024	00468	90.56	7.78	0.97
68434208230000300	2024	00468	90.56	7.78	0.97
68434208230000310	2024	00468	90.56	7.78	0.97
68434208230000320	2024	00468	142.84	7.78	1.53
68434208230000340	2024	00468	90.56	7.78	0.97
68434208230000350	2024	00468	90.56	7.78	0.97
68434208230000360	2024	00468	90.56	7.78	0.97
68434208230000370	2024	00468	90.56	7.78	0.97
68434208230000380	2024	00468	90.56	7.78	0.97
68434208230000390	2024	00468	90.56	7.78	0.97
68434208230000400	2024	00468	90.56	7.78	0.97
68434208230000410	2024	00468	90.56	7.78	0.97
68434208230000420	2024	00468	90.56	7.78	0.97
68434208230000430	2024	00468	90.56	7.78	0.97
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68434208230000450	2024	00468	90.56	7.78	0.97
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68434208230000470	2024	00468	90.56	7.78	0.97
68434208230000480	2024	00468	90.56	7.78	0.97
68434208230000490	2024	00468	90.56	7.78	0.97
68434208230000500	2024	00468	90.56	7.78	0.97
68434208230000510	2024	00468	90.56	7.78	0.97
68434208230000520	2024	00468	90.56	7.78	0.97
68434208230000530	2024	00468	90.56	7.78	0.97
68434208230000540	2024	00468	142.84	7.78	1.53
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68434208230000600	2024	00468	90.56	7.78	0.97
68434208230000610	2024	00468	90.56	7.78	0.97
68434208230000620	2024	00468	142.84	7.78	1.53
68434208230000630	2024	00468	142.84	7.78	1.53
68434208230000640	2024	00468	142.84	7.78	1.53
68434208230000650	2024	00468	142.84	7.78	1.53
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68434208230000670	2024	00468	142.84	7.78	1.53
68434208230000680	2024	00468	142.84	7.78	1.53
68434208230000690	2024	00468	142.84	7.78	1.53
68434208230000700	2024	00468	142.84	7.78	1.53
68434208230000710	2024	00468	142.84	7.78	1.53
68434208230000720	2024	00468	90.56	7.78	0.97
68434208230000730	2024	00468	90.56	7.78	0.97
68434208230000740	2024	00468	142.84	7.78	1.53

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68434208230000800	2024	00468	90.56	7.78	0.97
68434208230000810	2024	00468	90.56	7.78	0.97
68434208230000820	2024	00468	90.56	7.78	0.97
68434208230000830	2024	00468	90.56	7.78	0.97
68434208230000840	2024	00468	90.56	7.78	0.97
68434208230000850	2024	00468	90.56	7.78	0.97
68434208230000860	2024	00468	90.56	7.78	0.97
68434208230000870	2024	00468	90.56	7.78	0.97
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68434208230000890	2024	00468	90.56	7.78	0.97
68434208230000900	2024	00468	90.56	7.78	0.97
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68434208230000920	2024	00468	142.84	7.78	1.53
68434208230000940	2024	00468	90.56	7.78	0.97
68434208230000950	2024	00468	90.56	7.78	0.97
68434208230000960	2024	00468	90.56	7.78	0.97
68434208230000970	2024	00468	142.84	7.78	1.53
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68434208230001020	2024	00468	90.56	7.78	0.97
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68434208260000020	2024	00468	90.56	7.78	0.97
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68434208260000040	2024	00468	90.56	7.78	0.97
68434208260000050	2024	00468	90.56	7.78	0.97
68434208260000060	2024	00468	90.56	7.78	0.97
68434208260000070	2024	00468	142.84	7.78	1.53
68434208260000080	2024	00468	90.56	7.78	0.97
68434208260000090	2024	00468	142.84	7.78	1.53
68434208260000100	2024	00468	142.84	7.78	1.53
68434208260000110	2024	00468	90.56	7.78	0.97
68434208260000120	2024	00468	90.56	7.78	0.97
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68434208270010010	2024	00468	20.54	7.78	0.22
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68434208280000010	2024	00468	20.54	7.78	0.22
68434208280000020	2024	00468	20.54	7.78	0.22
68434208280000030	2024	00468	20.54	7.78	0.22

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68434208280000050	2024	00468	20.54	7.78	0.22
68434208280000060	2024	00468	20.54	7.78	0.22
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68434208280000080	2024	00468	20.54	7.78	0.22
68434208280000090	2024	00468	20.54	7.78	0.22
68434208280000100	2024	00468	20.54	7.78	0.22
68434208280000110	2024	00468	20.54	7.78	0.22
68434208280000120	2024	00468	20.54	7.78	0.22
68434209000010011	2024	00468	361.53	7.78	3.87
68434209000010040	2024	00468	1468.08	7.78	15.72
68434209000010080	2024	00468	1465.76	7.78	15.7
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68434209010550050	2024	00468	90.56	7.78	0.97
68434209010550060	2024	00468	90.56	7.78	0.97
68434209010550070	2024	00468	90.56	7.78	0.97
68434209010550081	2024	00468	142.84	7.78	1.53
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68434209010560010	2024	00468	90.56	7.78	0.97
68434209010560020	2024	00468	90.56	7.78	0.97
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68434209010560040	2024	00468	142.84	7.78	1.53
68434209010560050	2024	00468	90.56	7.78	0.97
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68434209010560080	2024	00468	142.84	7.78	1.53
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68434209010580010	2024	00468	90.56	7.78	0.97
68434209010580020	2024	00468	142.84	7.78	1.53
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68434209010580110	2024	00468	90.56	7.78	0.97
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68434209010600010	2024	00468	90.56	7.78	0.97
68434209010600020	2024	00468	90.56	7.78	0.97
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68434209010660200	2024	00468	90.56	7.78	0.97
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68434209010670050	2024	00468	90.56	7.78	0.97
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68434209010680190	2024	00468	90.56	7.78	0.97
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68434209010680250	2024	00468	90.56	7.78	0.97
68434209010690020	2024	00468	90.56	7.78	0.97
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68434209010690070	2024	00468	90.56	7.78	0.97
68434209010690080	2024	00468	90.56	7.78	0.97
68434209010690090	2024	00468	90.56	7.78	0.97
68434209010690100	2024	00468	90.56	7.78	0.97
68434209010690110	2024	00468	90.56	7.78	0.97
68434209010690120	2024	00468	90.56	7.78	0.97
68434209010690130	2024	00468	142.84	7.78	1.53
68434209010690150	2024	00468	207.47	7.78	2.22
68434209010700010	2024	00468	697.14	7.78	7.47
68434209010700040	2024	00468	288.07	7.78	3.09
68434209010700050	2024	00468	826.77	7.78	8.86
68434209010700100	2024	00468	1038.66	7.78	11.13
68434209010700140	2024	00468	953.26	7.78	10.21
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68434209010710020	2024	00468	871.77	7.78	9.34
68434209010710041	2024	00468	910.78	7.78	9.76
68434209010710080	2024	00468	356.01	7.78	3.81
68434209010710091	2024	00468	533.08	7.78	5.71
68434209010710110	2024	00468	615.06	7.78	6.59
68434209010710130	2024	00468	286.75	7.78	3.07
68434209010710140	2024	00468	660.99	7.78	7.08
68434209010720030	2024	00468	255.61	7.78	2.74
68434209010720040	2024	00468	927.81	7.78	9.94
68434209010730010	2024	00468	494.87	7.78	5.3
68434209020000010	2024	00468	740.74	7.78	7.93
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68434209020000230	2024	00468	399.82	7.78	4.28
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68434216000020040	2024	00468	480.65	7.78	5.15
68434216000030070	2024	00468	508.38	7.78	5.45
68434216000030090	2024	00468	446.29	7.78	4.78
68434216000030110	2024	00468	73.29	7.78	0.78
68434216000040011	2024	00468	1773.44	7.78	19
68434216000040012	2024	00468	836.44	7.78	8.96
68434216010001240	2024	00468	172.02	7.78	1.84
68434216010001250	2024	00468	488.8	7.78	5.24
68434216010001270	2024	00468	754.51	7.78	8.08

68434216010001300	2024	00468	235.84	7.78	2.53
68434216010001580	2024	00468	442.27	7.78	4.74
68434216010001960	2024	00468	380.9	7.78	4.08
68434216010001990	2024	00468	121.42	7.78	1.3
68434216010002000	2024	00468	113.3	7.78	1.21
68434216010002010	2024	00468	120.28	7.78	1.29
68434216010002020	2024	00468	118.08	7.78	1.26
68434216010002030	2024	00468	287.58	7.78	3.08
68434216010002070	2024	00468	125.3	7.78	1.34
68434216010002090	2024	00468	791.44	7.78	8.48
68434216010002121	2024	00468	142.77	7.78	1.53
68434216010002122	2024	00468	149.92	7.78	1.61
68434216010002131	2024	00468	251.6	7.78	2.69
68434216010002132	2024	00468	157.98	7.78	1.69
68434216010002141	2024	00468	236.83	7.78	2.54
68434216010002150	2024	00468	304.35	7.78	3.26
68434216010002161	2024	00468	515.94	7.78	5.53
68434216010002162	2024	00468	157.77	7.78	1.69
68434216010002181	2024	00468	328.23	7.78	3.52
68434216010002191	2024	00468	161.29	7.78	1.73
68434216010002201	2024	00468	461.55	7.78	4.94
68434216010002202	2024	00468	161.55	7.78	1.73
68434216020020010	2024	00468	90.56	7.78	0.97
68434216020020020	2024	00468	90.56	7.78	0.97
68434216020020030	2024	00468	90.56	7.78	0.97
68434216020020040	2024	00468	90.56	7.78	0.97
68434216020020050	2024	00468	90.56	7.78	0.97
68434216020020060	2024	00468	90.56	7.78	0.97
68434216020020070	2024	00468	90.56	7.78	0.97
68434216020020080	2024	00468	142.84	7.78	1.53
68434216020020090	2024	00468	90.56	7.78	0.97
68434216020020100	2024	00468	90.56	7.78	0.97
68434216020020110	2024	00468	90.56	7.78	0.97
68434216020020120	2024	00468	90.56	7.78	0.97
68434216020020130	2024	00468	90.56	7.78	0.97
68434216020020140	2024	00468	90.56	7.78	0.97
68434216020020150	2024	00468	90.56	7.78	0.97
68434216020030020	2024	00468	142.84	7.78	1.53
68434216020030030	2024	00468	142.84	7.78	1.53
68434216020030040	2024	00468	142.84	7.78	1.53
68434216020030050	2024	00468	142.84	7.78	1.53
68434216020030060	2024	00468	142.84	7.78	1.53
68434216020030070	2024	00468	142.84	7.78	1.53
68434216020030080	2024	00468	142.84	7.78	1.53
68434216020030090	2024	00468	142.84	7.78	1.53
68434216020030100	2024	00468	142.84	7.78	1.53
68434216020030110	2024	00468	90.56	7.78	0.97
68434216020030120	2024	00468	142.84	7.78	1.53
68434216020030131	2024	00468	179.46	7.78	1.92

68434216020030141	2024	00468	142.84	7.78	1.53
68434216020030151	2024	00468	142.84	7.78	1.53
68434216020030170	2024	00468	142.84	7.78	1.53
68434216020030180	2024	00468	142.84	7.78	1.53
68434216020030190	2024	00468	142.84	7.78	1.53
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68434216020030260	2024	00468	142.84	7.78	1.53
68434216020030280	2024	00468	142.84	7.78	1.53
68434216020030290	2024	00468	142.84	7.78	1.53
68434216020030300	2024	00468	142.84	7.78	1.53
68434216020030310	2024	00468	142.84	7.78	1.53
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68434216020030350	2024	00468	142.84	7.78	1.53
68434216020040010	2024	00468	90.56	7.78	0.97
68434216020040020	2024	00468	90.56	7.78	0.97
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68434216020040040	2024	00468	90.56	7.78	0.97
68434216020040050	2024	00468	90.56	7.78	0.97
68434216020040060	2024	00468	90.56	7.78	0.97
68434216020040070	2024	00468	142.84	7.78	1.53
68434216020040080	2024	00468	90.56	7.78	0.97
68434216020040090	2024	00468	90.56	7.78	0.97
68434216020040100	2024	00468	90.56	7.78	0.97
68434216020040110	2024	00468	90.56	7.78	0.97
68434216020040120	2024	00468	90.56	7.78	0.97
68434216020040130	2024	00468	90.56	7.78	0.97
68434216020050010	2024	00468	90.56	7.78	0.97
68434216020050020	2024	00468	90.56	7.78	0.97
68434216020050030	2024	00468	90.56	7.78	0.97
68434216020050040	2024	00468	90.56	7.78	0.97
68434216020050050	2024	00468	90.56	7.78	0.97
68434216020050060	2024	00468	90.56	7.78	0.97
68434216020050070	2024	00468	90.56	7.78	0.97
68434216020050080	2024	00468	90.56	7.78	0.97
68434216020050090	2024	00468	90.56	7.78	0.97
68434216020050100	2024	00468	90.56	7.78	0.97
68434216020050110	2024	00468	90.56	7.78	0.97
68434216020050120	2024	00468	90.56	7.78	0.97
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68434216020050160	2024	00468	90.56	7.78	0.97

68434216020050170	2024	00468	90.56	7.78	0.97
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68434216020050190	2024	00468	90.56	7.78	0.97
68434216020060020	2024	00468	90.56	7.78	0.97
68434216020060030	2024	00468	90.56	7.78	0.97
68434216020060040	2024	00468	90.56	7.78	0.97
68434216020060050	2024	00468	90.56	7.78	0.97
68434216020060060	2024	00468	90.56	7.78	0.97
68434216020060070	2024	00468	90.56	7.78	0.97
68434216020060080	2024	00468	90.56	7.78	0.97
68434216020060090	2024	00468	90.56	7.78	0.97
68434216020060100	2024	00468	90.56	7.78	0.97
68434216020060110	2024	00468	90.56	7.78	0.97
68434216020060120	2024	00468	90.56	7.78	0.97
68434216020060130	2024	00468	90.56	7.78	0.97
68434216020060140	2024	00468	90.56	7.78	0.97
68434216020060150	2024	00468	90.56	7.78	0.97
68434216020060160	2024	00468	90.56	7.78	0.97
68434216020060170	2024	00468	90.56	7.78	0.97
68434216020070010	2024	00468	90.56	7.78	0.97
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68434216020070100	2024	00468	90.56	7.78	0.97
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68434216020070190	2024	00468	90.56	7.78	0.97
68434216020070200	2024	00468	90.56	7.78	0.97
68434216020090010	2024	00468	876.56	7.78	9.39
68434216020090050	2024	00468	392.49	7.78	4.2
68434216020090061	2024	00468	462.81	7.78	4.96
68434216020090070	2024	00468	1005.56	7.78	10.77
68434216020090080	2024	00468	528.81	7.78	5.66
68434216020100010	2024	00468	90.56	7.78	0.97
68434216020100020	2024	00468	90.56	7.78	0.97
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68434216020100100	2024	00468	90.56	7.78	0.97
68434216020100110	2024	00468	90.56	7.78	0.97
68434216020100120	2024	00468	90.56	7.78	0.97
68434216020100130	2024	00468	90.56	7.78	0.97
68434216020100140	2024	00468	90.56	7.78	0.97
68434216020100150	2024	00468	90.56	7.78	0.97
68434216020100160	2024	00468	90.56	7.78	0.97
68434216020100170	2024	00468	90.56	7.78	0.97
68434216020100180	2024	00468	90.56	7.78	0.97
68434216020100190	2024	00468	90.56	7.78	0.97
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68434216020100210	2024	00468	90.56	7.78	0.97
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68434216020140100	2024	00468	90.56	7.78	0.97
68434216020140110	2024	00468	90.56	7.78	0.97

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68434216020160010	2024	00468	90.56	7.78	0.97
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68434216020160050	2024	00468	90.56	7.78	0.97
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68434216020160160	2024	00468	90.56	7.78	0.97
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68434216020160180	2024	00468	90.56	7.78	0.97

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68434216020170010	2024	00468	90.56	7.78	0.97
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68434216020170050	2024	00468	90.56	7.78	0.97
68434216020170060	2024	00468	90.56	7.78	0.97
68434216020170070	2024	00468	90.56	7.78	0.97
68434216020170080	2024	00468	90.56	7.78	0.97
68434216020170090	2024	00468	90.56	7.78	0.97
68434216020170100	2024	00468	90.56	7.78	0.97
68434216020170110	2024	00468	90.56	7.78	0.97
68434216020170120	2024	00468	90.56	7.78	0.97
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68434216020170150	2024	00468	90.56	7.78	0.97
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68434216020170170	2024	00468	90.56	7.78	0.97
68434216020170180	2024	00468	90.56	7.78	0.97
68434216020170190	2024	00468	90.56	7.78	0.97
68434216020170200	2024	00468	90.56	7.78	0.97
68434216020170210	2024	00468	90.56	7.78	0.97
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68434216020170270	2024	00468	90.56	7.78	0.97
68434216020180010	2024	00468	90.56	7.78	0.97
68434216020180020	2024	00468	90.56	7.78	0.97
68434216020180030	2024	00468	90.56	7.78	0.97
68434216020180040	2024	00468	90.56	7.78	0.97
68434216020180050	2024	00468	90.56	7.78	0.97
68434216020180060	2024	00468	90.56	7.78	0.97
68434216020180070	2024	00468	90.56	7.78	0.97
68434216020180080	2024	00468	90.56	7.78	0.97
68434216020180090	2024	00468	90.56	7.78	0.97
68434216020180100	2024	00468	90.56	7.78	0.97
68434216020180110	2024	00468	90.56	7.78	0.97
68434216020180120	2024	00468	90.56	7.78	0.97
68434216020180131	2024	00468	90.56	7.78	0.97
68434216020180132	2024	00468	90.56	7.78	0.97
68434216020180150	2024	00468	90.56	7.78	0.97
68434216020180160	2024	00468	90.56	7.78	0.97

68434216020180170	2024	00468	90.56	7.78	0.97
68434216020180180	2024	00468	90.56	7.78	0.97
68434216020180190	2024	00468	90.56	7.78	0.97
68434216020180200	2024	00468	90.56	7.78	0.97
68434216020180210	2024	00468	90.56	7.78	0.97
68434216020180220	2024	00468	90.56	7.78	0.97
68434216020180230	2024	00468	90.56	7.78	0.97
68434216020190010	2024	00468	90.56	7.78	0.97
68434216020190020	2024	00468	90.56	7.78	0.97
68434216020190030	2024	00468	90.56	7.78	0.97
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68434216020190060	2024	00468	90.56	7.78	0.97
68434216020190070	2024	00468	90.56	7.78	0.97
68434216020190080	2024	00468	90.56	7.78	0.97
68434216020190090	2024	00468	90.56	7.78	0.97
68434216020190100	2024	00468	90.56	7.78	0.97
68434216020190110	2024	00468	90.56	7.78	0.97
68434216020190120	2024	00468	90.56	7.78	0.97
68434216020190130	2024	00468	90.56	7.78	0.97
68434216020190140	2024	00468	90.56	7.78	0.97
68434216020190150	2024	00468	90.56	7.78	0.97
68434216020190160	2024	00468	90.56	7.78	0.97
68434216020190170	2024	00468	90.56	7.78	0.97
68434216020190180	2024	00468	90.56	7.78	0.97
68434216020190190	2024	00468	90.56	7.78	0.97
68434216020190200	2024	00468	90.56	7.78	0.97
68434216020190210	2024	00468	90.56	7.78	0.97
68434216020190220	2024	00468	90.56	7.78	0.97
68434216020190230	2024	00468	90.56	7.78	0.97
68434216020190240	2024	00468	90.56	7.78	0.97
68434216020190250	2024	00468	90.56	7.78	0.97
68434216020200010	2024	00468	90.56	7.78	0.97
68434216020200020	2024	00468	90.56	7.78	0.97
68434216020200030	2024	00468	90.56	7.78	0.97
68434216020200040	2024	00468	90.56	7.78	0.97
68434216020200050	2024	00468	90.56	7.78	0.97
68434216020200060	2024	00468	90.56	7.78	0.97
68434216020200070	2024	00468	90.56	7.78	0.97
68434216020200080	2024	00468	90.56	7.78	0.97
68434216020200090	2024	00468	90.56	7.78	0.97
68434216020200100	2024	00468	90.56	7.78	0.97
68434216020200110	2024	00468	90.56	7.78	0.97
68434216020200120	2024	00468	90.56	7.78	0.97
68434216020200130	2024	00468	90.56	7.78	0.97
68434216020200140	2024	00468	90.56	7.78	0.97
68434216020200150	2024	00468	90.56	7.78	0.97
68434216020200160	2024	00468	90.56	7.78	0.97
68434216020200170	2024	00468	90.56	7.78	0.97

68434216020200180	2024	00468	90.56	7.78	0.97
68434216020200190	2024	00468	90.56	7.78	0.97
68434216020200200	2024	00468	90.56	7.78	0.97
68434216020200210	2024	00468	90.56	7.78	0.97
68434216020200220	2024	00468	90.56	7.78	0.97
68434216020210010	2024	00468	90.56	7.78	0.97
68434216020210020	2024	00468	90.56	7.78	0.97
68434216020210030	2024	00468	142.84	7.78	1.53
68434216020210040	2024	00468	142.84	7.78	1.53
68434216020210050	2024	00468	90.56	7.78	0.97
68434216020210060	2024	00468	90.56	7.78	0.97
68434216020210070	2024	00468	90.56	7.78	0.97
68434216020210080	2024	00468	90.56	7.78	0.97
68434216020210090	2024	00468	90.56	7.78	0.97
68434216020210100	2024	00468	90.56	7.78	0.97
68434216020210110	2024	00468	90.56	7.78	0.97
68434216020210120	2024	00468	90.56	7.78	0.97
68434216020210130	2024	00468	90.56	7.78	0.97
68434216020210140	2024	00468	90.56	7.78	0.97
68434216020210150	2024	00468	90.56	7.78	0.97
68434216020210160	2024	00468	90.56	7.78	0.97
68434216020210170	2024	00468	90.56	7.78	0.97
68434216020210180	2024	00468	90.56	7.78	0.97
68434216020210190	2024	00468	90.56	7.78	0.97
68434216020210200	2024	00468	90.56	7.78	0.97
68434216020210210	2024	00468	90.56	7.78	0.97
68434216020210220	2024	00468	90.56	7.78	0.97
68434216020210230	2024	00468	90.56	7.78	0.97
68434216020210240	2024	00468	90.56	7.78	0.97
68434216020220010	2024	00468	90.56	7.78	0.97
68434216020220020	2024	00468	90.56	7.78	0.97
68434216020220030	2024	00468	90.56	7.78	0.97
68434216020220040	2024	00468	90.56	7.78	0.97
68434216020220050	2024	00468	90.56	7.78	0.97
68434216020220060	2024	00468	90.56	7.78	0.97
68434216020220070	2024	00468	90.56	7.78	0.97
68434216020220080	2024	00468	90.56	7.78	0.97
68434216020220090	2024	00468	90.56	7.78	0.97
68434216020220101	2024	00468	90.56	7.78	0.97
68434216020220102	2024	00468	90.56	7.78	0.97
68434216020220120	2024	00468	90.56	7.78	0.97
68434216020220130	2024	00468	142.84	7.78	1.53
68434216020220140	2024	00468	90.56	7.78	0.97
68434216020220150	2024	00468	90.56	7.78	0.97
68434216020220160	2024	00468	90.56	7.78	0.97
68434216020220170	2024	00468	90.56	7.78	0.97
68434216020220180	2024	00468	90.56	7.78	0.97
68434216020230010	2024	00468	142.84	7.78	1.53
68434216020230020	2024	00468	90.56	7.78	0.97

68434216020230030	2024	00468	90.56	7.78	0.97
68434216020230040	2024	00468	90.56	7.78	0.97
68434216020230050	2024	00468	90.56	7.78	0.97
68434216020230060	2024	00468	90.56	7.78	0.97
68434216020230070	2024	00468	90.56	7.78	0.97
68434216020230080	2024	00468	90.56	7.78	0.97
68434216020230090	2024	00468	90.56	7.78	0.97
68434216020230100	2024	00468	90.56	7.78	0.97
68434216020230110	2024	00468	90.56	7.78	0.97
68434216020240010	2024	00468	90.56	7.78	0.97
68434216020240020	2024	00468	90.56	7.78	0.97
68434216020240030	2024	00468	90.56	7.78	0.97
68434216020240040	2024	00468	90.56	7.78	0.97
68434216020240050	2024	00468	86.33	7.78	0.92
68434216020240060	2024	00468	90.56	7.78	0.97
68434216020240070	2024	00468	90.56	7.78	0.97
68434216020240080	2024	00468	90.56	7.78	0.97
68434216020240090	2024	00468	90.56	7.78	0.97
68434216020240100	2024	00468	90.56	7.78	0.97
68434216020240110	2024	00468	90.56	7.78	0.97
68434216020240120	2024	00468	90.56	7.78	0.97
68434216020240130	2024	00468	142.84	7.78	1.53
68434216020240140	2024	00468	90.56	7.78	0.97
68434216020240150	2024	00468	90.56	7.78	0.97
68434216020240160	2024	00468	90.56	7.78	0.97
68434216020240170	2024	00468	90.56	7.78	0.97
68434216020240180	2024	00468	90.56	7.78	0.97
68434216020240190	2024	00468	90.56	7.78	0.97
68434216020240200	2024	00468	90.56	7.78	0.97
68434216020240210	2024	00468	90.56	7.78	0.97
68434216020240220	2024	00468	90.56	7.78	0.97
68434216020240230	2024	00468	90.56	7.78	0.97
68434216020250010	2024	00468	90.56	7.78	0.97
68434216020250020	2024	00468	142.84	7.78	1.53
68434216020250030	2024	00468	90.56	7.78	0.97
68434216020250040	2024	00468	90.56	7.78	0.97
68434216020250050	2024	00468	90.56	7.78	0.97
68434216020250060	2024	00468	90.56	7.78	0.97
68434216020250070	2024	00468	90.56	7.78	0.97
68434216020250080	2024	00468	90.56	7.78	0.97
68434216020250090	2024	00468	90.56	7.78	0.97
68434216020250100	2024	00468	90.56	7.78	0.97
68434216020250110	2024	00468	90.56	7.78	0.97
68434216020250120	2024	00468	90.56	7.78	0.97
68434216020250130	2024	00468	142.84	7.78	1.53
68434216020250140	2024	00468	90.56	7.78	0.97
68434216020250150	2024	00468	90.56	7.78	0.97
68434216020250160	2024	00468	90.56	7.78	0.97
68434216020250170	2024	00468	90.56	7.78	0.97

68434216020250180	2024	00468	90.56	7.78	0.97
68434216020250190	2024	00468	90.56	7.78	0.97
68434216020250200	2024	00468	90.56	7.78	0.97
68434216020250210	2024	00468	90.56	7.78	0.97
68434216020250220	2024	00468	90.56	7.78	0.97
68434216020250230	2024	00468	142.84	7.78	1.53
68434216020260010	2024	00468	90.56	7.78	0.97
68434216020260020	2024	00468	90.56	7.78	0.97
68434216020260030	2024	00468	90.56	7.78	0.97
68434216020260040	2024	00468	90.56	7.78	0.97
68434216020260050	2024	00468	90.56	7.78	0.97
68434216020260060	2024	00468	90.56	7.78	0.97
68434216020260070	2024	00468	90.56	7.78	0.97
68434216020260080	2024	00468	90.56	7.78	0.97
68434216020260090	2024	00468	90.56	7.78	0.97
68434216020260100	2024	00468	90.56	7.78	0.97
68434216020260110	2024	00468	90.56	7.78	0.97
68434216020260120	2024	00468	90.56	7.78	0.97
68434216020260130	2024	00468	90.56	7.78	0.97
68434216020260140	2024	00468	90.56	7.78	0.97
68434216020260150	2024	00468	90.56	7.78	0.97
68434216020260160	2024	00468	90.56	7.78	0.97
68434216020270010	2024	00468	90.56	7.78	0.97
68434216020270020	2024	00468	90.56	7.78	0.97
68434216020270030	2024	00468	90.56	7.78	0.97
68434216020270040	2024	00468	90.56	7.78	0.97
68434216020270050	2024	00468	90.56	7.78	0.97
68434216020270060	2024	00468	90.56	7.78	0.97
68434216020270070	2024	00468	90.56	7.78	0.97
68434216020270080	2024	00468	90.56	7.78	0.97
68434216020270090	2024	00468	90.56	7.78	0.97
68434216020270100	2024	00468	90.56	7.78	0.97
68434216020270110	2024	00468	90.56	7.78	0.97
68434216020270120	2024	00468	90.56	7.78	0.97
68434216020280010	2024	00468	759.31	7.78	8.13
68434216020280011	2024	00468	65.59	7.78	0.7
68434216020280020	2024	00468	107.13	7.78	1.15
68434216020280021	2024	00468	254.74	7.78	2.73
68434216020280022	2024	00468	195.21	7.78	2.09
68434216020290010	2024	00468	196.04	7.78	2.1
68434216030080010	2024	00468	404.42	7.78	4.33
68434216030080040	2024	00468	97.3	7.78	1.04
68434216030080050	2024	00468	116.58	7.78	1.25
68434216030080060	2024	00468	90.96	7.78	0.97
68434216030080070	2024	00468	95.56	7.78	1.02
68434216030080080	2024	00468	57.93	7.78	0.62
68434216030080090	2024	00468	128.81	7.78	1.38
68434216030080100	2024	00468	1343.69	7.78	14.39
68434216030080110	2024	00468	417.78	7.78	4.47

68434216030080120	2024	00468	601.65	7.78	6.44
68434216030080140	2024	00468	505.48	7.78	5.41
68434216030080160	2024	00468	1023.54	7.78	10.96
68434216040300040	2024	00468	315.59	7.78	3.38
68434216040300050	2024	00468	237.55	7.78	2.54
68434216040300060	2024	00468	144.72	7.78	1.55
68434216040300070	2024	00468	231.11	7.78	2.48
68434216040300090	2024	00468	189.01	7.78	2.02
68434216040300100	2024	00468	147.68	7.78	1.58
68434216040300110	2024	00468	584.18	7.78	6.26
68434216040300250	2024	00468	136.19	7.78	1.46
68434216040310010	2024	00468	90.56	7.78	0.97
68434216040310020	2024	00468	90.56	7.78	0.97
68434216040310030	2024	00468	90.56	7.78	0.97
68434216040310040	2024	00468	90.56	7.78	0.97
68434216040310050	2024	00468	90.56	7.78	0.97
68434216040310060	2024	00468	90.56	7.78	0.97
68434216040310070	2024	00468	90.56	7.78	0.97
68434216040310080	2024	00468	90.56	7.78	0.97
68434216040310090	2024	00468	90.56	7.78	0.97
68434216040310100	2024	00468	90.56	7.78	0.97
68434216040310110	2024	00468	90.56	7.78	0.97
68434216040310120	2024	00468	90.56	7.78	0.97
68434216040310130	2024	00468	90.56	7.78	0.97
68434216040310140	2024	00468	90.56	7.78	0.97
68434216040310150	2024	00468	90.56	7.78	0.97
68434216040310160	2024	00468	90.56	7.78	0.97
68434216040310170	2024	00468	90.56	7.78	0.97
68434216040310180	2024	00468	90.56	7.78	0.97
68434216040310190	2024	00468	90.56	7.78	0.97
68434216040310200	2024	00468	90.56	7.78	0.97
68434216040310210	2024	00468	90.56	7.78	0.97
68434216040310220	2024	00468	90.56	7.78	0.97
68434216040310230	2024	00468	90.56	7.78	0.97
68434216040320010	2024	00468	90.56	7.78	0.97
68434216040320020	2024	00468	90.56	7.78	0.97
68434216040320030	2024	00468	90.56	7.78	0.97
68434216040320040	2024	00468	90.56	7.78	0.97
68434216040320050	2024	00468	90.56	7.78	0.97
68434216040320060	2024	00468	90.56	7.78	0.97
68434216040320070	2024	00468	90.56	7.78	0.97
68434216040330010	2024	00468	90.56	7.78	0.97
68434216040330020	2024	00468	90.56	7.78	0.97
68434216040330030	2024	00468	90.56	7.78	0.97
68434216040330040	2024	00468	90.56	7.78	0.97
68434216040330050	2024	00468	90.56	7.78	0.97
68434216040330060	2024	00468	90.56	7.78	0.97
68434216040330070	2024	00468	90.56	7.78	0.97
68434216040330080	2024	00468	90.56	7.78	0.97

68434216040330090	2024	00468	90.56	7.78	0.97
68434216040330100	2024	00468	90.56	7.78	0.97
68434216040330110	2024	00468	90.56	7.78	0.97
68434216040330120	2024	00468	90.56	7.78	0.97
68434216040330130	2024	00468	90.56	7.78	0.97
68434216040330140	2024	00468	90.56	7.78	0.97
68434216040330150	2024	00468	90.56	7.78	0.97
68434216040330160	2024	00468	90.56	7.78	0.97
68434216040330170	2024	00468	90.56	7.78	0.97
68434216040330180	2024	00468	90.56	7.78	0.97
68434216040330190	2024	00468	90.56	7.78	0.97
68434216040330200	2024	00468	90.56	7.78	0.97
68434216040330210	2024	00468	90.56	7.78	0.97
68434216040330220	2024	00468	90.56	7.78	0.97
68434216040330230	2024	00468	90.56	7.78	0.97
68434216040330240	2024	00468	90.56	7.78	0.97
68434216040330250	2024	00468	90.56	7.78	0.97
68434216040330260	2024	00468	90.56	7.78	0.97
68434216040330270	2024	00468	90.56	7.78	0.97
68434216040330280	2024	00468	90.56	7.78	0.97
68434216040330290	2024	00468	90.56	7.78	0.97
68434216040330300	2024	00468	90.56	7.78	0.97
68434216040330310	2024	00468	90.56	7.78	0.97
68434216040330320	2024	00468	90.56	7.78	0.97
68434216040340010	2024	00468	90.56	7.78	0.97
68434216040340020	2024	00468	90.56	7.78	0.97
68434216040340030	2024	00468	90.56	7.78	0.97
68434216040340040	2024	00468	90.56	7.78	0.97
68434216040340050	2024	00468	90.56	7.78	0.97
68434216040340060	2024	00468	90.56	7.78	0.97
68434216040340070	2024	00468	90.56	7.78	0.97
68434216040340080	2024	00468	90.56	7.78	0.97
68434216040340090	2024	00468	90.56	7.78	0.97
68434216040340100	2024	00468	90.56	7.78	0.97
68434216040340110	2024	00468	90.56	7.78	0.97
68434216040340120	2024	00468	90.56	7.78	0.97
68434216040340130	2024	00468	90.56	7.78	0.97
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68434216040340150	2024	00468	90.56	7.78	0.97
68434216040340160	2024	00468	90.56	7.78	0.97
68434216040340170	2024	00468	90.56	7.78	0.97
68434216040340180	2024	00468	90.56	7.78	0.97
68434216040340190	2024	00468	90.56	7.78	0.97
68434216040340200	2024	00468	90.56	7.78	0.97
68434216040350010	2024	00468	101.18	7.78	1.08
68434216040350020	2024	00468	82.16	7.78	0.88
68434216040350030	2024	00468	111.62	7.78	1.2
68434216040350040	2024	00468	103.62	7.78	1.11
68434216040350050	2024	00468	125.9	7.78	1.35

68434216040350060	2024	00468	90.56	7.78	0.97
68434216040350070	2024	00468	90.56	7.78	0.97
68434216040350080	2024	00468	90.56	7.78	0.97
68434216040350090	2024	00468	90.56	7.78	0.97
68434216040350100	2024	00468	90.56	7.78	0.97
68434216040350110	2024	00468	90.56	7.78	0.97
68434216040360010	2024	00468	90.56	7.78	0.97
68434216040360020	2024	00468	90.56	7.78	0.97
68434216040360030	2024	00468	90.56	7.78	0.97
68434216040360040	2024	00468	90.56	7.78	0.97
68434216040360050	2024	00468	90.56	7.78	0.97
68434216040360060	2024	00468	90.56	7.78	0.97
68434216040360070	2024	00468	90.56	7.78	0.97
68434216040360080	2024	00468	90.56	7.78	0.97
68434216040360090	2024	00468	90.56	7.78	0.97
68434216040360100	2024	00468	90.56	7.78	0.97
68434216040360110	2024	00468	90.56	7.78	0.97
68434216040360120	2024	00468	90.56	7.78	0.97
68434216040360130	2024	00468	90.56	7.78	0.97
68434216040360140	2024	00468	65.23	7.78	0.7
68434216040360150	2024	00468	95.4	7.78	1.02
68434216040360160	2024	00468	84.72	7.78	0.91
68434216040360170	2024	00468	70.05	7.78	0.75
68434216040360180	2024	00468	54.67	7.78	0.59
68434216040360190	2024	00468	77.97	7.78	0.84
68434216040360200	2024	00468	224.22	7.78	2.4
68434216040370050	2024	00468	153.22	7.78	1.64
68434216040370061	2024	00468	233.15	7.78	2.5
68434216040370062	2024	00468	154.97	7.78	1.66
68434216040370070	2024	00468	201.34	7.78	2.16
68434216040370080	2024	00468	333.2	7.78	3.57
68434216040370100	2024	00468	363.43	7.78	3.89
68434216040370151	2024	00468	384.19	7.78	4.12
68434216040370152	2024	00468	330.7	7.78	3.54
68434216040380010	2024	00468	213.5	7.78	2.29
68434216040380021	2024	00468	124.03	7.78	1.33
68434216040380022	2024	00468	54.23	7.78	0.58
68434216040380030	2024	00468	171.38	7.78	1.84
68434216040380040	2024	00468	119.74	7.78	1.28
68434216040380050	2024	00468	356.57	7.78	3.82
68434216040380070	2024	00468	130.33	7.78	1.4
68434216040380090	2024	00468	148.54	7.78	1.59
68434216040380100	2024	00468	171.99	7.78	1.84
68434216040380160	2024	00468	209.02	7.78	2.24
68434216040380170	2024	00468	293.45	7.78	3.14
68434216040380190	2024	00468	183.22	7.78	1.96
68434216040380200	2024	00468	182.53	7.78	1.96
68434216040380210	2024	00468	216.01	7.78	2.31
68434216040380220	2024	00468	351.22	7.78	3.76

68434216050550060	2024	00468	337.32	7.78	3.61
68434216050550070	2024	00468	433.14	7.78	4.64
68434216050550080	2024	00468	471.6	7.78	5.05
68434216050550101	2024	00468	514.78	7.78	5.51
68434216050550102	2024	00468	790.71	7.78	8.47
68434216050550130	2024	00468	436.98	7.78	4.68
68434216050550140	2024	00468	325.94	7.78	3.49
68434216050560010	2024	00468	1418.34	7.78	15.19
68434216060010010	2024	00468	1471.58	7.78	15.76
68434216060010061	2024	00468	1174.57	7.78	12.58
68434216060010130	2024	00468	535.8	7.78	5.74
68434216060010141	2024	00468	1783.89	7.78	19.11
68434216060010170	2024	00468	142.84	7.78	1.53
68434216060010180	2024	00468	90.56	7.78	0.97
68434216060010190	2024	00468	90.56	7.78	0.97
68434216060010200	2024	00468	90.56	7.78	0.97
68434216060010210	2024	00468	90.56	7.78	0.97
68434216060010220	2024	00468	90.56	7.78	0.97
68434216060010230	2024	00468	90.56	7.78	0.97
68434216060010240	2024	00468	90.56	7.78	0.97
68434216060010250	2024	00468	90.56	7.78	0.97
68434216060010260	2024	00468	90.56	7.78	0.97
68434216060010270	2024	00468	90.56	7.78	0.97
68434216060010280	2024	00468	90.56	7.78	0.97
68434216060010290	2024	00468	90.56	7.78	0.97
68434216060010300	2024	00468	90.56	7.78	0.97
68434216060010310	2024	00468	90.56	7.78	0.97
68434216060010320	2024	00468	90.56	7.78	0.97
68434216060010330	2024	00468	142.84	7.78	1.53
68434216060020010	2024	00468	90.56	7.78	0.97
68434216060020020	2024	00468	90.56	7.78	0.97
68434216060020030	2024	00468	90.56	7.78	0.97
68434216060020040	2024	00468	90.56	7.78	0.97
68434216060020050	2024	00468	90.56	7.78	0.97
68434216060020060	2024	00468	90.56	7.78	0.97
68434216060020070	2024	00468	90.56	7.78	0.97
68434216060020080	2024	00468	90.56	7.78	0.97
68434216060020090	2024	00468	90.56	7.78	0.97
68434216060020100	2024	00468	90.56	7.78	0.97
68434216060020110	2024	00468	90.56	7.78	0.97
68434216060020120	2024	00468	90.56	7.78	0.97
68434216060020130	2024	00468	90.56	7.78	0.97
68434216060020140	2024	00468	90.56	7.78	0.97
68434216060020150	2024	00468	90.56	7.78	0.97
68434216060020160	2024	00468	90.56	7.78	0.97
68434216060020170	2024	00468	90.56	7.78	0.97
68434216060020180	2024	00468	90.56	7.78	0.97
68434216060020190	2024	00468	90.56	7.78	0.97
68434216060020200	2024	00468	90.56	7.78	0.97

68434216060020210	2024	00468	90.56	7.78	0.97
68434216060020220	2024	00468	90.56	7.78	0.97
68434216060020230	2024	00468	90.56	7.78	0.97
68434216060020240	2024	00468	90.56	7.78	0.97
68434216060020250	2024	00468	90.56	7.78	0.97
68434216060020260	2024	00468	90.56	7.78	0.97
68434216060020270	2024	00468	90.56	7.78	0.97
68434216060020280	2024	00468	90.56	7.78	0.97
68434216060020290	2024	00468	90.56	7.78	0.97
68434216060020300	2024	00468	90.56	7.78	0.97
68434216060020310	2024	00468	90.56	7.78	0.97
68434216060020320	2024	00468	90.56	7.78	0.97
68434216060020330	2024	00468	90.56	7.78	0.97
68434216060020340	2024	00468	90.56	7.78	0.97
68434216060020350	2024	00468	90.56	7.78	0.97
68434216060020360	2024	00468	90.56	7.78	0.97
68434216060020370	2024	00468	90.56	7.78	0.97
68434216060020380	2024	00468	90.56	7.78	0.97
68434216060020390	2024	00468	90.56	7.78	0.97
68434216060030010	2024	00468	90.56	7.78	0.97
68434216060030020	2024	00468	90.56	7.78	0.97
68434216060030030	2024	00468	90.56	7.78	0.97
68434216060030040	2024	00468	90.56	7.78	0.97
68434216060030050	2024	00468	90.56	7.78	0.97
68434216060030060	2024	00468	90.56	7.78	0.97
68434216060030070	2024	00468	90.56	7.78	0.97
68434216060030080	2024	00468	90.56	7.78	0.97
68434216060030090	2024	00468	90.56	7.78	0.97
68434216060030100	2024	00468	90.56	7.78	0.97
68434216060030110	2024	00468	90.56	7.78	0.97
68434216060030120	2024	00468	90.56	7.78	0.97
68434216060030130	2024	00468	90.56	7.78	0.97
68434216060030140	2024	00468	90.56	7.78	0.97
68434216060030150	2024	00468	90.56	7.78	0.97
68434216060030160	2024	00468	90.56	7.78	0.97
68434216060030170	2024	00468	90.56	7.78	0.97
68434216060030180	2024	00468	90.56	7.78	0.97
68434216060030190	2024	00468	90.56	7.78	0.97
68434216060030200	2024	00468	90.56	7.78	0.97
68434216060030210	2024	00468	90.56	7.78	0.97
68434216060030220	2024	00468	90.56	7.78	0.97
68434216060030230	2024	00468	90.56	7.78	0.97
68434216060030240	2024	00468	90.56	7.78	0.97
68434216060030250	2024	00468	90.56	7.78	0.97
68434216060030260	2024	00468	90.56	7.78	0.97
68434216060030270	2024	00468	90.56	7.78	0.97
68434216060030280	2024	00468	90.56	7.78	0.97
68434216060030290	2024	00468	90.56	7.78	0.97
68434216060030300	2024	00468	90.56	7.78	0.97

68434216060030310	2024	00468	90.56	7.78	0.97
68434216060030320	2024	00468	90.56	7.78	0.97
68434216060030330	2024	00468	90.56	7.78	0.97
68434216060030340	2024	00468	90.56	7.78	0.97
68434216060040010	2024	00468	142.84	7.78	1.53
68434216060040020	2024	00468	90.56	7.78	0.97
68434216060040030	2024	00468	90.56	7.78	0.97
68434216060040040	2024	00468	90.56	7.78	0.97
68434216060040050	2024	00468	90.56	7.78	0.97
68434216060040060	2024	00468	90.56	7.78	0.97
68434216060040071	2024	00468	90.56	7.78	0.97
68434216060040072	2024	00468	90.56	7.78	0.97
68434216060040090	2024	00468	90.56	7.78	0.97
68434216060040100	2024	00468	90.56	7.78	0.97
68434216060040110	2024	00468	90.56	7.78	0.97
68434216060040120	2024	00468	90.56	7.78	0.97
68434216060040130	2024	00468	90.56	7.78	0.97
68434216060040140	2024	00468	90.56	7.78	0.97
68434216060040150	2024	00468	90.56	7.78	0.97
68434216060040160	2024	00468	90.56	7.78	0.97
68434216060040170	2024	00468	90.56	7.78	0.97
68434216060040180	2024	00468	90.56	7.78	0.97
68434216060040190	2024	00468	90.56	7.78	0.97
68434216060040200	2024	00468	90.56	7.78	0.97
68434216060040210	2024	00468	90.56	7.78	0.97
68434216060040220	2024	00468	90.56	7.78	0.97
68434216060040230	2024	00468	90.56	7.78	0.97
68434216060040240	2024	00468	90.56	7.78	0.97
68434216060040250	2024	00468	90.56	7.78	0.97
68434216060040260	2024	00468	90.56	7.78	0.97
68434216060040270	2024	00468	90.56	7.78	0.97
68434216060040280	2024	00468	90.56	7.78	0.97
68434216060050010	2024	00468	142.84	7.78	1.53
68434216060050020	2024	00468	90.56	7.78	0.97
68434216060050030	2024	00468	90.56	7.78	0.97
68434216060050040	2024	00468	90.56	7.78	0.97
68434216060050050	2024	00468	90.56	7.78	0.97
68434216060050060	2024	00468	90.56	7.78	0.97
68434216060050070	2024	00468	90.56	7.78	0.97
68434216060050080	2024	00468	90.56	7.78	0.97
68434216060050090	2024	00468	90.56	7.78	0.97
68434216060050100	2024	00468	90.56	7.78	0.97
68434216060050110	2024	00468	90.56	7.78	0.97
68434216060050120	2024	00468	90.56	7.78	0.97
68434216060050130	2024	00468	90.56	7.78	0.97
68434216060050140	2024	00468	90.56	7.78	0.97
68434216060060010	2024	00468	142.84	7.78	1.53
68434216060060020	2024	00468	90.56	7.78	0.97
68434216060060030	2024	00468	90.56	7.78	0.97

68434216060060040	2024	00468	90.56	7.78	0.97
68434216060060050	2024	00468	90.56	7.78	0.97
68434216060060060	2024	00468	90.56	7.78	0.97
68434216060060070	2024	00468	90.56	7.78	0.97
68434216060060080	2024	00468	90.56	7.78	0.97
68434216060060090	2024	00468	90.56	7.78	0.97
68434216060060100	2024	00468	90.56	7.78	0.97
68434216060060110	2024	00468	90.56	7.78	0.97
68434216060060120	2024	00468	142.84	7.78	1.53
68434216060060130	2024	00468	90.56	7.78	0.97
68434216060060140	2024	00468	90.56	7.78	0.97
68434216060060150	2024	00468	90.56	7.78	0.97
68434216060060160	2024	00468	90.56	7.78	0.97
68434216060060170	2024	00468	90.56	7.78	0.97
68434216060060180	2024	00468	90.56	7.78	0.97
68434216060060190	2024	00468	90.56	7.78	0.97
68434216060060200	2024	00468	142.84	7.78	1.53
68434216060070010	2024	00468	142.84	7.78	1.53
68434216060070020	2024	00468	142.84	7.78	1.53
68434216060070030	2024	00468	142.84	7.78	1.53
68434216060070040	2024	00468	142.84	7.78	1.53
68434216060070050	2024	00468	142.84	7.78	1.53
68434216060070060	2024	00468	142.84	7.78	1.53
68434216060070070	2024	00468	142.84	7.78	1.53
68434216060070080	2024	00468	90.56	7.78	0.97
68434216060070090	2024	00468	90.56	7.78	0.97
68434216060070100	2024	00468	90.56	7.78	0.97
68434216060070110	2024	00468	90.56	7.78	0.97
68434216060070120	2024	00468	142.84	7.78	1.53
68434216060070130	2024	00468	989.1	7.78	10.59
68434216060080010	2024	00468	90.56	7.78	0.97
68434216060080020	2024	00468	142.84	7.78	1.53
68434216060080030	2024	00468	90.56	7.78	0.97
68434216060080040	2024	00468	90.56	7.78	0.97
68434216060080050	2024	00468	90.56	7.78	0.97
68434216060080060	2024	00468	90.56	7.78	0.97
68434216060080070	2024	00468	90.56	7.78	0.97
68434216060080080	2024	00468	90.56	7.78	0.97
68434216060080090	2024	00468	90.56	7.78	0.97
68434216060080100	2024	00468	142.84	7.78	1.53
68434216060080110	2024	00468	142.84	7.78	1.53
68434216060080120	2024	00468	142.84	7.78	1.53
68434216060080130	2024	00468	90.56	7.78	0.97
68434216060080140	2024	00468	90.56	7.78	0.97
68434216060080150	2024	00468	90.56	7.78	0.97
68434216060080160	2024	00468	90.56	7.78	0.97
68434216060080170	2024	00468	90.56	7.78	0.97
68434216060080180	2024	00468	90.56	7.78	0.97
68434216060080190	2024	00468	142.84	7.78	1.53

68434216060080200	2024	00468	142.84	7.78	1.53
68434216060080210	2024	00468	90.56	7.78	0.97
68434216060090010	2024	00468	90.56	7.78	0.97
68434216060090020	2024	00468	142.84	7.78	1.53
68434216060090030	2024	00468	90.56	7.78	0.97
68434216060090040	2024	00468	90.56	7.78	0.97
68434216060090050	2024	00468	90.56	7.78	0.97
68434216060090060	2024	00468	90.56	7.78	0.97
68434216060090070	2024	00468	90.56	7.78	0.97
68434216060090080	2024	00468	90.56	7.78	0.97
68434216060090090	2024	00468	142.84	7.78	1.53
68434216060090100	2024	00468	142.84	7.78	1.53
68434216060090110	2024	00468	142.84	7.78	1.53
68434216060090120	2024	00468	90.56	7.78	0.97
68434216060090130	2024	00468	90.56	7.78	0.97
68434216060090140	2024	00468	90.56	7.78	0.97
68434216060090150	2024	00468	90.56	7.78	0.97
68434216060090160	2024	00468	90.56	7.78	0.97
68434216060090170	2024	00468	90.56	7.78	0.97
68434216060090180	2024	00468	90.56	7.78	0.97
68434216060090190	2024	00468	142.84	7.78	1.53
68434216060100010	2024	00468	142.84	7.78	1.53
68434216060100020	2024	00468	90.56	7.78	0.97
68434216060100030	2024	00468	90.56	7.78	0.97
68434216060100040	2024	00468	90.56	7.78	0.97
68434216060100050	2024	00468	90.56	7.78	0.97
68434216060100060	2024	00468	90.56	7.78	0.97
68434216060100070	2024	00468	90.56	7.78	0.97
68434216060100080	2024	00468	142.84	7.78	1.53
68434216060100090	2024	00468	142.84	7.78	1.53
68434216060100110	2024	00468	90.56	7.78	0.97
68434216060100120	2024	00468	90.56	7.78	0.97
68434216060100130	2024	00468	90.56	7.78	0.97
68434216060100140	2024	00468	90.56	7.78	0.97
68434216060100150	2024	00468	90.56	7.78	0.97
68434216060100160	2024	00468	90.56	7.78	0.97
68434216060100170	2024	00468	90.56	7.78	0.97
68434216060110010	2024	00468	142.84	7.78	1.53
68434216060110020	2024	00468	90.56	7.78	0.97
68434216060110030	2024	00468	90.56	7.78	0.97
68434216060110040	2024	00468	90.56	7.78	0.97
68434216060110050	2024	00468	90.56	7.78	0.97
68434216060110060	2024	00468	90.56	7.78	0.97
68434216060110070	2024	00468	90.56	7.78	0.97
68434216060110080	2024	00468	90.56	7.78	0.97
68434216060110090	2024	00468	142.84	7.78	1.53
68434216070000150	2024	00468	333.82	7.78	3.58
68434216070000160	2024	00468	241.02	7.78	2.58
68434216070000170	2024	00468	321.01	7.78	3.44

68434216070000180	2024	00468	538.39	7.78	5.77
68434216070000190	2024	00468	218.43	7.78	2.34
68434216070000200	2024	00468	224.73	7.78	2.41
68434216070000210	2024	00468	233.86	7.78	2.5
68434216070000220	2024	00468	232.75	7.78	2.49
68434216070000230	2024	00468	364.92	7.78	3.91
68434216070000240	2024	00468	297.13	7.78	3.18
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68434216230000090	2024	00468	90.56	7.78	0.97
68434216230000100	2024	00468	142.84	7.78	1.53

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68434216230000170	2024	00468	90.56	7.78	0.97
68434216230000180	2024	00468	90.56	7.78	0.97
68434216230000190	2024	00468	142.84	7.78	1.53
68434216230000200	2024	00468	90.56	7.78	0.97
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68434216230000240	2024	00468	90.56	7.78	0.97
68434216230000250	2024	00468	90.56	7.78	0.97
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68434216230000270	2024	00468	90.56	7.78	0.97
68434216230000280	2024	00468	142.84	7.78	1.53
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68434216230000370	2024	00468	142.84	7.78	1.53
68434216230000380	2024	00468	90.56	7.78	0.97
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68434216230000400	2024	00468	90.56	7.78	0.97
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68434216230000460	2024	00468	90.56	7.78	0.97
68434216230000470	2024	00468	142.84	7.78	1.53
68434216230000480	2024	00468	142.84	7.78	1.53
68434216230000490	2024	00468	90.56	7.78	0.97
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68434216230000540	2024	00468	90.56	7.78	0.97
68434216230000550	2024	00468	142.84	7.78	1.53
68434216230000560	2024	00468	142.84	7.78	1.53
68434216230000570	2024	00468	90.56	7.78	0.97
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68434216230000620	2024	00468	90.56	7.78	0.97
68434216230000630	2024	00468	90.56	7.78	0.97
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68434216230000650	2024	00468	142.84	7.78	1.53
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68434216230000662	2024	00468	142.84	7.78	1.53
68434216230000680	2024	00468	90.56	7.78	0.97
68434216230000690	2024	00468	90.56	7.78	0.97
68434216230000700	2024	00468	90.56	7.78	0.97
68434216230000710	2024	00468	90.56	7.78	0.97
68434216230000720	2024	00468	90.56	7.78	0.97
68434216230000730	2024	00468	90.56	7.78	0.97
68434216230000740	2024	00468	142.84	7.78	1.53
68434216230000750	2024	00468	90.56	7.78	0.97
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68434216230010000	2024	00468	826.1	7.78	8.85
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68434216350000070	2024	00468	20.54	7.78	0.22
68434216350000080	2024	00468	20.54	7.78	0.22
68434216350000090	2024	00468	20.54	7.78	0.22
68434216350000100	2024	00468	20.54	7.78	0.22
68434216350000110	2024	00468	20.54	7.78	0.22
68434216350000120	2024	00468	20.54	7.78	0.22
68434216350000130	2024	00468	20.54	7.78	0.22
68434216350000140	2024	00468	20.54	7.78	0.22
68434216350000150	2024	00468	20.54	7.78	0.22
68434216350000160	2024	00468	20.54	7.78	0.22
68434216350000170	2024	00468	20.54	7.78	0.22
68434216350000180	2024	00468	20.54	7.78	0.22

68434216350000190	2024	00468	20.54	7.78	0.22
68434216350000200	2024	00468	20.54	7.78	0.22
68434216350000210	2024	00468	20.54	7.78	0.22
68434216350000220	2024	00468	20.54	7.78	0.22
68434216350000230	2024	00468	20.54	7.78	0.22
68434216350000240	2024	00468	20.54	7.78	0.22
68434216350000250	2024	00468	20.54	7.78	0.22
68434216350000260	2024	00468	20.54	7.78	0.22
68434216350000270	2024	00468	20.54	7.78	0.22
68434216350000280	2024	00468	20.54	7.78	0.22
68434216350000290	2024	00468	20.54	7.78	0.22
68434216350000300	2024	00468	20.54	7.78	0.22
68434216350000310	2024	00468	20.54	7.78	0.22
68434216350000320	2024	00468	20.54	7.78	0.22
68434216350000330	2024	00468	20.54	7.78	0.22
68434216350000340	2024	00468	20.54	7.78	0.22
68434216350000350	2024	00468	20.54	7.78	0.22
68434216350000360	2024	00468	20.54	7.78	0.22
68434216350000370	2024	00468	20.54	7.78	0.22
68434216350000380	2024	00468	20.54	7.78	0.22
68434216350000390	2024	00468	20.54	7.78	0.22
68434217000003000	2024	00468	1411.67	7.78	15.12
68434217000003010	2024	00468	3311.62	7.78	35.47
68434217000003020	2024	00468	749.62	7.78	8.03
68434217000003030	2024	00468	288.39	7.78	3.09
68434217000003070	2024	00468	921.73	7.78	9.87
68434217000003100	2024	00468	31.38	7.78	0.34
68434217000003110	2024	00468	142.84	7.78	1.53
68434217000003130	2024	00468	12.64	7.78	0.14
68434217000005030	2024	00468	142.84	7.78	1.53
68434217000005031	2024	00468	27.46	7.78	0.29
68434217000005040	2024	00468	295.55	7.78	3.17
68434217000005050	2024	00468	450.29	7.78	4.82
68434217000005060	2024	00468	317.53	7.78	3.4
68434217000005070	2024	00468	264.37	7.78	2.83
68434217000005080	2024	00468	294.2	7.78	3.15
68434217000005090	2024	00468	290.21	7.78	3.11
68434217000005100	2024	00468	277.26	7.78	2.97
68434217000005130	2024	00468	198.34	7.78	2.12
68434217000007020	2024	00468	1836.43	7.78	19.67
68434217000007021	2024	00468	1069.58	7.78	11.46
68434217000007050	2024	00468	2449.37	7.78	26.24
68434217000007060	2024	00468	484.36	7.78	5.19
68434217000007070	2024	00468	1170.17	7.78	12.53
68434217000007120	2024	00468	27.09	7.78	0.29
68434217000007170	2024	00468	595.89	7.78	6.38
68434217030000190	2024	00468	142.84	7.78	1.53
68434217030000200	2024	00468	142.84	7.78	1.53
68434217030000210	2024	00468	142.84	7.78	1.53

68434217030000220	2024	00468	149.93	7.78	1.61
68434217030000230	2024	00468	142.84	7.78	1.53
68434217030000240	2024	00468	142.84	7.78	1.53
68434217030000250	2024	00468	142.84	7.78	1.53
68434217030000260	2024	00468	142.84	7.78	1.53
68434217030000270	2024	00468	156.05	7.78	1.67
68434217030000280	2024	00468	177.23	7.78	1.9
68434217030000300	2024	00468	226.82	7.78	2.43
68434217030000310	2024	00468	142.84	7.78	1.53
68434217030000320	2024	00468	142.84	7.78	1.53
68434217030000330	2024	00468	142.84	7.78	1.53
68434217030000340	2024	00468	142.84	7.78	1.53
68434217030000350	2024	00468	142.84	7.78	1.53
68434217030000360	2024	00468	142.84	7.78	1.53
68434217030000380	2024	00468	142.84	7.78	1.53
68434217030000390	2024	00468	142.84	7.78	1.53
68434217030000400	2024	00468	142.84	7.78	1.53
68434217030000410	2024	00468	265.13	7.78	2.84
68434217040000470	2024	00468	133.44	7.78	1.43
68434217050000010	2024	00468	90.56	7.78	0.97
68434217050000020	2024	00468	90.56	7.78	0.97
68434217050000030	2024	00468	90.56	7.78	0.97
68434217050000040	2024	00468	90.56	7.78	0.97
68434217050000050	2024	00468	90.56	7.78	0.97
68434217050000060	2024	00468	90.56	7.78	0.97
68434217050000070	2024	00468	90.56	7.78	0.97
68434217050000080	2024	00468	90.56	7.78	0.97
68434217050000090	2024	00468	90.56	7.78	0.97
68434217050000100	2024	00468	90.56	7.78	0.97
68434217050000110	2024	00468	90.56	7.78	0.97
68434217050000120	2024	00468	90.56	7.78	0.97
68434217050000140	2024	00468	90.56	7.78	0.97
68434217050000150	2024	00468	90.56	7.78	0.97
68434217050000160	2024	00468	90.56	7.78	0.97
68434217050000170	2024	00468	90.56	7.78	0.97
68434217050000180	2024	00468	90.56	7.78	0.97
68434217050000190	2024	00468	90.56	7.78	0.97
68434217050000200	2024	00468	90.56	7.78	0.97
68434217050000210	2024	00468	90.56	7.78	0.97
68434217050000220	2024	00468	90.56	7.78	0.97
68434217050000230	2024	00468	90.56	7.78	0.97
68434217050000240	2024	00468	90.56	7.78	0.97
68434217050000250	2024	00468	90.56	7.78	0.97
68434217050000260	2024	00468	269.5	7.78	2.89
68434217050000280	2024	00468	90.56	7.78	0.97
68434217050000290	2024	00468	90.56	7.78	0.97
68434217050000300	2024	00468	125.66	7.78	1.35
68434217050000320	2024	00468	90.56	7.78	0.97
68434217050000330	2024	00468	90.56	7.78	0.97

68434217050000340	2024	00468	90.56	7.78	0.97
68434217050000350	2024	00468	90.56	7.78	0.97
68434217050000360	2024	00468	90.56	7.78	0.97
68434217050000370	2024	00468	90.56	7.78	0.97
68434217050000380	2024	00468	90.56	7.78	0.97
68434217050000390	2024	00468	90.56	7.78	0.97
68434217050000400	2024	00468	90.56	7.78	0.97
68434217050000410	2024	00468	90.56	7.78	0.97
68434217050000420	2024	00468	85.03	7.78	0.91
68434217050000430	2024	00468	90.56	7.78	0.97
68434217050000440	2024	00468	90.56	7.78	0.97
68434217050000450	2024	00468	90.56	7.78	0.97
68434217050000460	2024	00468	90.56	7.78	0.97
68434217050000470	2024	00468	90.56	7.78	0.97
68434217050000480	2024	00468	90.56	7.78	0.97
68434217050000490	2024	00468	90.56	7.78	0.97
68434217050000500	2024	00468	142.84	7.78	1.53
68434217050000520	2024	00468	90.56	7.78	0.97
68434217050000530	2024	00468	90.56	7.78	0.97
68434217050000540	2024	00468	90.56	7.78	0.97
68434217050000550	2024	00468	90.56	7.78	0.97
68434217050000560	2024	00468	90.56	7.78	0.97
68434217050000570	2024	00468	158.86	7.78	1.7
68434217060000010	2024	00468	245.91	7.78	2.63
68434217060000020	2024	00468	473.05	7.78	5.07
68434217060000040	2024	00468	385.6	7.78	4.13
68434217060000050	2024	00468	352.41	7.78	3.77
68434217060000061	2024	00468	510.9	7.78	5.47
68434217060000062	2024	00468	256.14	7.78	2.74
68434217060000080	2024	00468	365.66	7.78	3.92
68434217060000090	2024	00468	503.04	7.78	5.39
68434217080260010	2024	00468	266.64	7.78	2.86
68434217080260020	2024	00468	142.84	7.78	1.53
68434217080260030	2024	00468	142.84	7.78	1.53
68434217080260040	2024	00468	142.84	7.78	1.53
68434217080260050	2024	00468	142.84	7.78	1.53
68434217080260060	2024	00468	142.84	7.78	1.53
68434217080260070	2024	00468	142.84	7.78	1.53
68434217080260080	2024	00468	142.84	7.78	1.53
68434217080260090	2024	00468	142.84	7.78	1.53
68434217080260100	2024	00468	142.84	7.78	1.53
68434217080260110	2024	00468	142.84	7.78	1.53
68434217080260120	2024	00468	142.84	7.78	1.53
68434217080260130	2024	00468	142.84	7.78	1.53
68434217080260140	2024	00468	142.84	7.78	1.53
68434217080260150	2024	00468	90.56	7.78	0.97
68434217080260160	2024	00468	90.56	7.78	0.97
68434217080260170	2024	00468	90.56	7.78	0.97
68434217080260180	2024	00468	142.84	7.78	1.53

68434217080260191	2024	00468	90.56	7.78	0.97
68434217080260192	2024	00468	142.84	7.78	1.53
68434217080260220	2024	00468	90.56	7.78	0.97
68434217080260230	2024	00468	120.86	7.78	1.29
68434217080260240	2024	00468	90.56	7.78	0.97
68434217080260250	2024	00468	90.56	7.78	0.97
68434217080260260	2024	00468	90.56	7.78	0.97
68434217080260270	2024	00468	90.56	7.78	0.97
68434217080260280	2024	00468	90.56	7.78	0.97
68434217080260290	2024	00468	90.56	7.78	0.97
68434217080260300	2024	00468	90.56	7.78	0.97
68434217080260310	2024	00468	90.56	7.78	0.97
68434217080260320	2024	00468	90.56	7.78	0.97
68434217080260330	2024	00468	90.56	7.78	0.97
68434217080260340	2024	00468	90.56	7.78	0.97
68434217080260350	2024	00468	90.56	7.78	0.97
68434217080260360	2024	00468	90.56	7.78	0.97
68434217080260370	2024	00468	90.56	7.78	0.97
68434217080260380	2024	00468	90.56	7.78	0.97
68434217080260390	2024	00468	90.56	7.78	0.97
68434217080260400	2024	00468	90.56	7.78	0.97
68434217080260410	2024	00468	90.56	7.78	0.97
68434217080260420	2024	00468	90.56	7.78	0.97
68434217080260430	2024	00468	90.56	7.78	0.97
68434217080260440	2024	00468	142.84	7.78	1.53
68434217080270010	2024	00468	142.84	7.78	1.53
68434217080270020	2024	00468	90.56	7.78	0.97
68434217080270030	2024	00468	90.56	7.78	0.97
68434217080270040	2024	00468	90.56	7.78	0.97
68434217080270050	2024	00468	90.56	7.78	0.97
68434217080270060	2024	00468	90.56	7.78	0.97
68434217080270070	2024	00468	90.56	7.78	0.97
68434217080270080	2024	00468	90.56	7.78	0.97
68434217080270090	2024	00468	90.56	7.78	0.97
68434217080270100	2024	00468	90.56	7.78	0.97
68434217080270110	2024	00468	90.56	7.78	0.97
68434217080270120	2024	00468	90.56	7.78	0.97
68434217080270130	2024	00468	142.84	7.78	1.53
68434217080270140	2024	00468	142.84	7.78	1.53
68434217080270150	2024	00468	90.56	7.78	0.97
68434217080270160	2024	00468	90.56	7.78	0.97
68434217080270170	2024	00468	90.56	7.78	0.97
68434217080270180	2024	00468	90.56	7.78	0.97
68434217080270190	2024	00468	90.56	7.78	0.97
68434217080270200	2024	00468	90.56	7.78	0.97
68434217080270210	2024	00468	90.56	7.78	0.97
68434217080270220	2024	00468	90.56	7.78	0.97
68434217080270230	2024	00468	90.56	7.78	0.97
68434217080270240	2024	00468	90.56	7.78	0.97

68434217080270250	2024	00468	90.56	7.78	0.97
68434217080270260	2024	00468	142.84	7.78	1.53
68434217080280010	2024	00468	142.84	7.78	1.53
68434217080280020	2024	00468	90.56	7.78	0.97
68434217080280030	2024	00468	90.56	7.78	0.97
68434217080280040	2024	00468	90.56	7.78	0.97
68434217080280050	2024	00468	90.56	7.78	0.97
68434217080280060	2024	00468	90.56	7.78	0.97
68434217080280070	2024	00468	90.56	7.78	0.97
68434217080280080	2024	00468	90.56	7.78	0.97
68434217080280090	2024	00468	90.56	7.78	0.97
68434217080280100	2024	00468	90.56	7.78	0.97
68434217080280110	2024	00468	90.56	7.78	0.97
68434217080280120	2024	00468	90.56	7.78	0.97
68434217080280130	2024	00468	90.56	7.78	0.97
68434217080280140	2024	00468	90.56	7.78	0.97
68434217080280150	2024	00468	90.56	7.78	0.97
68434217080280160	2024	00468	90.56	7.78	0.97
68434217080280170	2024	00468	90.56	7.78	0.97
68434217080280180	2024	00468	90.56	7.78	0.97
68434217080280190	2024	00468	90.56	7.78	0.97
68434217080280200	2024	00468	90.56	7.78	0.97
68434217080280210	2024	00468	90.56	7.78	0.97
68434217080280220	2024	00468	90.56	7.78	0.97
68434217080280230	2024	00468	90.56	7.78	0.97
68434217080280240	2024	00468	90.56	7.78	0.97
68434217080280250	2024	00468	90.56	7.78	0.97
68434217080280260	2024	00468	90.56	7.78	0.97
68434217080280270	2024	00468	90.56	7.78	0.97
68434217080280280	2024	00468	142.84	7.78	1.53
68434217080290010	2024	00468	90.56	7.78	0.97
68434217080290020	2024	00468	90.56	7.78	0.97
68434217080290030	2024	00468	90.56	7.78	0.97
68434217080290040	2024	00468	90.56	7.78	0.97
68434217080290050	2024	00468	90.56	7.78	0.97
68434217080290060	2024	00468	90.56	7.78	0.97
68434217080290070	2024	00468	90.56	7.78	0.97
68434217080290080	2024	00468	90.56	7.78	0.97
68434217080290090	2024	00468	90.56	7.78	0.97
68434217080290100	2024	00468	153.83	7.78	1.65
68434217080290110	2024	00468	97.38	7.78	1.04
68434217080290120	2024	00468	75.21	7.78	0.81
68434217080290130	2024	00468	106.64	7.78	1.14
68434217080290140	2024	00468	89.06	7.78	0.95
68434217080290150	2024	00468	116.35	7.78	1.25
68434217080290160	2024	00468	105.75	7.78	1.13
68434217080290171	2024	00468	56.95	7.78	0.61
68434217080290172	2024	00468	56.95	7.78	0.61
68434217080290173	2024	00468	56.95	7.78	0.61

68434217090010010	2024	00468	63.64	7.78	0.68
68434217090010020	2024	00468	90.56	7.78	0.97
68434217090010030	2024	00468	90.56	7.78	0.97
68434217090010040	2024	00468	90.56	7.78	0.97
68434217090010050	2024	00468	90.56	7.78	0.97
68434217090010060	2024	00468	90.56	7.78	0.97
68434217090010070	2024	00468	90.56	7.78	0.97
68434217090010080	2024	00468	90.56	7.78	0.97
68434217090010090	2024	00468	90.56	7.78	0.97
68434217090010100	2024	00468	90.56	7.78	0.97
68434217090010110	2024	00468	90.56	7.78	0.97
68434217090010120	2024	00468	90.56	7.78	0.97
68434217090010130	2024	00468	90.56	7.78	0.97
68434217090010140	2024	00468	90.56	7.78	0.97
68434217090010150	2024	00468	90.56	7.78	0.97
68434217090020010	2024	00468	62.63	7.78	0.67
68434217090020020	2024	00468	90.56	7.78	0.97
68434217090020030	2024	00468	90.56	7.78	0.97
68434217090020040	2024	00468	90.56	7.78	0.97
68434217090020050	2024	00468	90.56	7.78	0.97
68434217090020060	2024	00468	90.56	7.78	0.97
68434217090020070	2024	00468	90.56	7.78	0.97
68434217090020080	2024	00468	90.56	7.78	0.97
68434217090020090	2024	00468	90.56	7.78	0.97
68434217090020100	2024	00468	90.56	7.78	0.97
68434217090020110	2024	00468	90.56	7.78	0.97
68434217090020120	2024	00468	90.56	7.78	0.97
68434217090020130	2024	00468	90.56	7.78	0.97
68434217090020140	2024	00468	90.56	7.78	0.97
68434217090020150	2024	00468	90.56	7.78	0.97
68434217090020160	2024	00468	90.56	7.78	0.97
68434217090020170	2024	00468	90.56	7.78	0.97
68434217090020180	2024	00468	90.56	7.78	0.97
68434217090020190	2024	00468	90.56	7.78	0.97
68434217090020200	2024	00468	90.56	7.78	0.97
68434217090020210	2024	00468	90.56	7.78	0.97
68434217090020220	2024	00468	90.56	7.78	0.97
68434217090020230	2024	00468	90.56	7.78	0.97
68434217090020240	2024	00468	90.56	7.78	0.97
68434217090020250	2024	00468	90.56	7.78	0.97
68434217090020260	2024	00468	90.56	7.78	0.97
68434217090020270	2024	00468	90.56	7.78	0.97
68434217090020280	2024	00468	55.08	7.78	0.59
68434217090030010	2024	00468	106.61	7.78	1.14
68434217090030020	2024	00468	90.56	7.78	0.97
68434217090030030	2024	00468	90.56	7.78	0.97
68434217090030040	2024	00468	90.56	7.78	0.97
68434217090030050	2024	00468	90.56	7.78	0.97
68434217090030060	2024	00468	90.56	7.78	0.97

68434217090030070	2024	00468	90.56	7.78	0.97
68434217090030080	2024	00468	90.56	7.78	0.97
68434217090030090	2024	00468	90.56	7.78	0.97
68434217090030100	2024	00468	90.56	7.78	0.97
68434217090030110	2024	00468	90.56	7.78	0.97
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68434217090030210	2024	00468	90.56	7.78	0.97
68434217090030220	2024	00468	90.56	7.78	0.97
68434217090030230	2024	00468	90.56	7.78	0.97
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68434217090040080	2024	00468	90.56	7.78	0.97
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68434217090040210	2024	00468	90.56	7.78	0.97
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68434217090040230	2024	00468	90.56	7.78	0.97
68434217090040301	2024	00468	93.57	7.78	1
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68434217090100130	2024	00468	90.56	7.78	0.97
68434217090100140	2024	00468	90.56	7.78	0.97
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68434217090100170	2024	00468	90.56	7.78	0.97
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68434217090100250	2024	00468	90.56	7.78	0.97
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68434217100000090	2024	00468	90.56	7.78	0.97
68434217100000100	2024	00468	73.17	7.78	0.78
68434217100000110	2024	00468	370.4	7.78	3.97
68434217100000130	2024	00468	85.63	7.78	0.92
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FLORIDA
DEPARTMENT OF REVENUE

Print Form

DR-408A
N. 02/91

CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Village of North Palm Beach, located in Palm Beach County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the _____ day of _____ , _____ .
year

_____
Chairman of the Board or authorized agent

of Village of North Palm Beach
Name of local government

Palm Beach County, Florida

VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER'S OFFICE

TO: Honorable Mayor and Council

FROM: Charles D. Huff, Village Manager

DATE: September 12, 2024

SUBJECT: **RESOLUTION** – Approval of a Collective Bargaining Agreement with the Police Benevolent Association of Palm Beach County, Inc.

The Village and the Police Benevolent Association of Palm Beach County, Inc. ("PBA"), which represents employees in the Police Department, recently completed contract negotiations. The Collective Bargaining Agreement ("Agreement") will be effective upon ratification with wage adjustments effective on October 1, 2024 and ending September 30, 2027.

Summary of Contract Adjustments:
While negotiations included minor changes to the Agreement to reflect current practices and/or clarify intent, most of the discussion focused on salaries/assignment pays, the vacation accrual schedule, and a take home vehicle provision. Changes to the contract include the following:

- Updated holidays and sick leave incentive pay to match the actual scheduled shift of 8 hours, 10.5 hours, or 12 hours.
- Increase in vacation accrual schedule, adding more tiers in an effort to retain employees.
- Adjusted holiday schedule language so that if an employee works on the actual holiday, they are paid at time and a half.
- Add a personal day per fiscal year. No cash value and does not roll over.
- Increased percentage for out of grade pay from 5% to 10%.
- Wages were adjusted as follows:
    - Effective on October 1, 2024, the salary ranges for Police Officers will be increased by 8% and the salary ranges for Police Sergeants will be increased by 7%.
    - Police Officers are then eligible for an 8% salary range increase and a 4.5% performance-based step increase on their anniversary date of each subsequent year. Police Sergeants are then eligible for a 7% salary range increase and a 4.5% performance-based step increase on their anniversary date of each subsequent year. They will no longer receive an adjustment on October 1st each year, as well as an increase on their anniversary date. After the initial slotting adjustment on October 1st, 2024, they will only receive increases on their anniversary date.

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

Recommendation:

Village Staff recommends Council consideration and adoption of the attached Resolution approving a Collective Bargaining Agreement with the Police Benevolent Association of Palm Beach County, Inc. through September 30, 2027 as well as approval and adoption of the Take Home Vehicle Policy – Police Department to be incorporated into the Village's Personnel Rules and Regulations Manual.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE AND THE POLICE BENEVOLENT ASSOCIATION OF PALM BEACH COUNTY, INC. AND AUTHORIZING EXECUTION OF THE AGREEMENT; APPROVING AND ADOPTING A TAKE HOME VEHICLE POLICY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the prior Collective Bargaining Agreement between the Village and the Police Benevolent Association of Palm Beach County, Inc. ("PBA") expires on September 30, 2024; and

WHEREAS, the Village and the PBA have negotiated a new three-year Collective Bargaining Agreement and the Village Manager recommends Council approval and ratification of the new Collective Bargaining Agreement; and

WHEREAS, the Village Council determines that the approval of the new Collective Bargaining Agreement 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 correct and are incorporated herein.

Section 2. The Village Council hereby approves and ratifies a new Collective Bargaining Agreement between the Village and the Police Benevolent Association of Palm Beach County, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager and Village Clerk to execute the Collective Bargaining Agreement on behalf of the Village. The Agreement shall be effective upon ratification (with wage adjustments effective October 1, 2024) and shall expire on September 30, 2027.

Section 3. The Village Council hereby approves the Take Home Vehicle Policy for the Police Department, a copy of which is attached hereto and incorporated herein, and authorizes incorporation of the Policy into the Village's Personnel Rules and Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF NORTH PALM BEACH

AND

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION

FOR

THE PATROL, DETECTIVES, DETECTIVE SERGEANTS, SERGEANTS, AND RECORDS CLERKS BARGAINING UNIT

10/1/2024-9/30/2027

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ARTICLE 1 PREAMBLE

This Agreement is between THE VILLAGE OF NORTH PALM BEACH, a municipal organization, hereinafter referred to as "VILLAGE", and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as "ASSOCIATION", for the purposes of promoting harmonious relations between the two parties, to establish an orderly and peaceful procedure for settling differences which may arise, and to set forth the basic and full Agreement between the parties concerning wages, rates of pay, fringe benefits and other conditions of employment.

ARTICLE 2 UNION RECOGNITION BARGAINING UNIT

Section 1.
The VILLAGE recognizes the ASSOCIATION as the certified bargaining agent for the regular full-time employees designated as patrolmen, detectives, detectives-sergeants, sergeants, police dispatcher and public safety (records) clerk dispatcher, as indicated in PERC Order No. 89E -334 issued on November 8, 1989 or as modified by PERC.

The contact for the certified bargaining agent is:

John Kazanjian, President
Palm Beach County Police Benevolent Association, Inc.
2100 N. Florida Mango Road
West Palm Beach, FL 33409

ARTICLE 3 RULES OF CONSTRUCTION

1. The term “day” means any consecutive calendar day. When the last day of any time period or a deadline under this Agreement falls on a Saturday, Sunday, or legal holiday, then the time period or deadline continues to run until the next day that is not a Saturday, Sunday, or legal holiday.

2. The terms “Association”, “PBA”, and “Union” are synonymous, meaning the Palm Beach County Police Benevolent Association, Inc., and its duly authorized agents.

3. The term "employee" in this Agreement means PBA Bargaining Unit members or those individuals employed by the Village in positions represented by the ASSOCIATION regardless of membership in the ASSOCIATION.

4. The term “Village Manager” means the Village Manager or their designee.

ARTICLE 4 VALIDITY

If any non-monetary provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby. In the event a monetary provision of this Agreement is held invalid, the parties, at the request of either party, shall meet as soon as practicable and reopen negotiations of the monetary provisions of this Agreement.

ARTICLE 5 WORKER'S COMPENSATION

1. The VILLAGE will carry Workers' Compensation coverage for all employees covered by this Agreement in accordance with the law.

2. No benefits or payment under this Article shall be made if the disability or injury is self-inflicted, continues as a result of the employee's failure to fully cooperate with medical advice or corrective therapy, or was sustained when the employee was under the influence of drugs/alcohol.

3. For purposes of this benefit, the term injury means: personal injury by accident arising out of and in the course of employment, and such diseases or infection as naturally or unavoidably result from such injury.

4. In the event of an on-the-job injury determined to be compensable under the provisions of the Workers' Compensation Act, a regular full-time employee will be carried at full pay for up to six (6) pay periods, less any workers' compensation benefits, commencing the first pay period following the date the employee is unable to work. Thereafter, the employee may supplement their workers' compensation benefits with sick leave to reach full pay status. There is no supplemental pay during the pay period in which the employee returns to work.

5. In order to be considered for this supplemental pay benefit, the following conditions must be met:

A. The employee must provide written testimony evidence that their injury was received while on duty and in the performance of duty. An injury received while the employee is attending a department approved training program shall be considered a line of duty injury.

B. Any employee who has a claim for compensation because of an injury on the job, as described above, shall report the claim to the Police Chief and thereafter

file a report, on the form provided by the VILLAGE, with the Human Resources Department.

C. Any employee who is able to return to work after a job-related injury shall be reinstated to their former job duties and position, provided the employee is qualified to perform all of the duties and responsibilities of their previous position and is certified by a medical doctor prior to the employee returning to work. The VILLAGE may require confirmation of fitness to return to work.

D. If the employee is unable to assume their former responsibilities, the employee shall have first preference to fill another VILLAGE Police position, if a vacancy occurs and the employee qualifies for such position.

E. Nothing herein shall require the VILLAGE to create a light duty position when there is no operational or fiscal justification for its creation.

F. An employee must report an on-the-job injury immediately following the first symptoms of injury.

6. An accident, which is defined as an incident that results in injury to any person or damage to any property, constitutes grounds for reasonable suspicion drug testing.

7. In the event the provisions of Chapter 440 Florida Statutes provide greater benefits to an employee injured in the course and scope of employment than the benefits provided by this Article, the provision of Chapter 440 will prevail.

ARTICLE 6 INSURANCE

1. The VILLAGE will provide health and dental insurance to bargaining unit members and their dependents under the Village health and dental program, at the same levels of benefit and rates established by the Village Council for non-bargaining unit employees of the Village. In the event the VILLAGE agrees to provide more beneficial coverage or rates to any other bargaining unit in the Village, the more beneficial coverage and rates will be provided to bargaining unit members covered by this Collective Bargaining Agreement.

2. It will be the responsibility of the employee to notify the VILLAGE in writing within thirty days that dependent coverage is no longer required, including due to a change in marital status. Should the employee not notify the VILLAGE of the change, the employee shall reimburse the VILLAGE for the amount paid for the employee's dependent insurance coverage premium from the date of the status change.

3. Life Insurance – The VILLAGE life insurance program for PBA bargaining unit employees shall be a level equivalent to the maximum level allowed by IRS regulations, before imputing added employee compensation ($50,000, or $25,000 after the age of 70).

ARTICLE 7 FAMILY MEDICAL LEAVE

1. Eligible employees may take up to twelve (12) work weeks of unpaid leave in accordance with the Family and Medical Leave Act (FMLA), as amended from time to time.

2. All employee requests for FMLA leave must be in writing and shall include an explanation of the reasons for the leave. The employee's written notice shall not be effective unless delivered by the employee, or the employee's representative, to the Village Director of Human Resources. The employee's notice shall be delivered no less than 30 days prior to the need to take leave, when the need is foreseeable.

3. The Village requires an employee to substitute accrued paid leave for unpaid FMLA leave. The term substitute means that the paid leave provided by the Village, and accrued leave, will run concurrently with the unpaid FMLA leave.

4. Prior to a return to work from FMLA leave taken as the result of illness or injury, the Village may require an employee to submit to and obtain a fitness for duty evaluation. The cost of the evaluation will be paid by the Village.

ARTICLE 8 PAID BEREAVEMENT LEAVE

1. The Village will grant an employee paid leave for the death of an employee's family member as follows:

- Father, mother, spouse, child - four (4) work shifts, to be used within 30 days of the date of death.
- Brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, spouse/domestic partner's grandparents, foster parent, nephew, niece, aunt, uncle, first cousin, step-father, step-mother, step-brother, step-sister or step-child of the employee, three (3) work shifts, to be used within 30 days of the date of death.

2. A request for additional time off without pay may be granted, subject to the discretion of the VILLAGE Manager.

ARTICLE 9 MILITARY LEAVE

1. Employees who are members of the U.S. Armed Forces Reserves or the National Guard will be granted leave in accordance with state and federal law, including travel time, for the purpose of attending annual active duty for training.

2. A copy of employee's Military Orders shall be forwarded to the Police Chief or Village Manager prior to taking military leave.

ARTICLE 10 SICK LEAVE

1. Sick leave will be paid when the employee is absent from duty due to the following reasons:

   A. An employee's injury, illness, or necessary medical treatment which precludes the employee from reporting for duty;

   B. Any injury, illness, or necessary medical treatment of an employee's spouse, child, step-child, domestic partner, or parent who resides in the employee's home which requires the employee's help to care for the family member or to obtain the necessary medical treatment.

2. The employee will certify on the appropriate Leave Utilization Form upon their return to duty that they were not able to report for duty due to one of the above reasons.

3. Employees accrue ninety-six (96) hours of sick leave per year, accrued at the rate of eight (8) hours of sick leave per month.

4. Regular full-time (non-probationary) PBA bargaining unit members who do not use any sick leave within any continuous six-month (6 month) period are eligible to earn the equivalent to their normal scheduled hours based on their regular work assignment (8, 10 1/2, or 12 hours) of annual leave time as incentive for not using sick leave.

5. Sick leave may be accumulated with no maximum.

6. An employee with less than seven (7) years of service to the VILLAGE who voluntarily terminates employment, or who retires or dies while in the service of the VILLAGE, shall receive payment equal to fifty percent (50%) of their accrued sick leave, up to a maximum payout of 240 hours (50% of 480 accrued sick leave hours).

Employees with seven (7) or more years of service to the VILLAGE shall receive payment equal to seventy-five percent (75%) of their accrued sick leave, up to a maximum payout of 360 hours (75% of 480 accrued sick leave hours).

7. A deceased employee's payout for sick leave shall be paid to the estate of the decedent. The legal determined beneficiary(ies) of any employee who dies in the active performance of their duties will receive payment equal to 100% of that employee's unused accrued sick leave days with no maximum payout.

8. Annual sick leave reimbursement benefits are as follows:

A. Non-probationary employees who have accrued 384 hours of sick leave may request reimbursement for any number of sick leave hours accrued over the minimum base of 384 hours once each fiscal year. Reimbursement by the VILLAGE will be on a 50% basis for every hour above the minimum.

B. Sick leave reimbursement is a voluntary right of the employee. An employee can only submit a request once per year during the month of May. The VILLAGE will reimburse the employee no later than November 30 of each year.

C. The Finance Director will be responsible for establishing a reimbursement form and accounting for the base and other data necessary to financially administer this program.

D. The employee will be required to sign a certificate/affidavit confirming that the reimbursement for the sick leave is final and will not be subject to the grievance process.

9. An employee who has been declared either physically or mentally unfit for duty by a doctor approved by the VILLAGE, when ordered for a fitness for duty exam by the VILLAGE, shall be required to use accrued sick leave while out of work on medical leave. An employee may challenge a determination that he or she is unfit for duty by providing

a medical report from their physician. In the event of a conflict of opinions, a third doctor's opinion shall control. The third doctor shall be selected and paid for by the VILLAGE.

10. An employee is responsible for the appropriate use of sick leave, but the Village may send a sick employee home prior to the end of their shift for injury or illness. In such cases, the remaining hours of the work day will be counted as sick time and those hours deducted from the employee's bank of accrued time. If the employee has no accrued sick time, the employee will only be paid for the time worked prior to being sent home.

11. For any sick time covered by a doctor's note, there shall be no finding of abuse of sick leave.

ARTICLE 11 COURT APPEARANCES

1. Any member required to attend a judicial matter arising from the performance of their duties shall be compensated for said services as follows:

A. An employee who is required to appear in court or at a deposition during nonworking hours shall receive a minimum of 3 hours payment at one and one half times the employee's regular rate of pay.

B. For the purposes of this article and subsection, each additional court appearance separated from the employee's previous court appearance by a period of more than sixty (60) minutes qualifies for compensation as described above. The sixty (60) minute time period is calculated from the time the employee is released by the court until the time stated on the next subsequent subpoena.

C. For the purposes of this article and subsection, compensable time shall begin thirty (30) minutes prior to the scheduled appearance time set by the subpoena to compensate the employee for the time necessary to obtain and return documentation/evidence for court appearances or depositions.

D. Witness fee shall be retained by the officer.

2. Members who are required to attend a judicial matter arising from performance of his/her duties shall give notice to the Police Chief and the Village Attorney. Rescheduling may be requested and coordinated by the VILLAGE.

3. Payment shall be made in the next full payroll period following completion of the service.

4. Travel in excess of twenty (20) miles outside the perimeter of the VILLAGE shall be compensated as one (1) hour of wages for the employee concerned.

ARTICLE 12 MANAGEMENT RIGHTS

1. Except as specifically stated herein, the VILLAGE retains whatever rights and authority it possessed prior to entering into this Agreement, including but not limited to the right to operate and direct the affairs of the VILLAGE and its Police Department in all its various aspects; to direct the working forces; to plan, direct, and control the operations and services of the Department; to determine methods, means, organization and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule the working hours; to hire and promote; to demote, suspend, discipline, or discharge for just cause; to relieve employees for lack of work or for other legitimate reasons; to make, establish, and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities (provided, however, that such actions are not inconsistent with the terms of this Agreement) .

2. The ASSOCIATION pledges that it will encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.

3. All employees covered under this Agreement shall comply with all Village Personnel Rules and Regulations and the Department of Police Policies and Procedures Manual, as amended from time to time, including those relating to conduct and work performance.

4. If at the discretion of the Village Manager, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the Village Manager, during the time of the declared emergency, provided that the wage rate and monetary fringe benefits shall not be suspended,

5. Those inherent managerial functions, prerogatives and policy making rights which the VILLAGE has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the grievance and/or arbitration procedure contained herein.

6. Nothing in this Agreement is intended to waive or modify the rights granted to a public employer as set forth in s. 447.209 , Florida Statutes.

ARTICLE 13 SENIORITY

1. Seniority shall be defined as length of service in position (i.e. sergeant) with the VILLAGE Police Department.

2. Seniority will govern the employees' selection of vacation schedules and overtime, provided the Police Chief has the final authority to determine the placement of personnel for extraordinary operational reasons and the Chief's decision in that regard is not grievable. When the Police Chief over-rides a request based on seniority, the Chief shall inform the requesting party in writing of the basis of the Chief's decision.

3. When the Department requires overtime work to fill an immediate vacancy (less than 48 hours' notice), the overtime assignment shall first be offered to an employee who is already on duty. If no employee on duty is able or qualified to work the overtime assignment, off duty personnel will be called, with seniority as the main factor for offering and assigning the overtime position. However, the Village may consider other factors to ensure timely assignment of the position, including availability and employee response time.

In cases of advance assignment of overtime, such as advance calendar month assignment, seniority will be the main factor for consideration, for the first (1) selection by the most senior member. Thereafter, following assignment of one (1) shift to the most senior member (if that most senior member signs up for an overtime shift), the assigning supervisor will attempt to give every other member at least one (1) overtime shift based on his/her selections, if possible. After everyone has received at least one (1) shift, if possible based on selections, preference will return to the most senior member.

The Parties recognize that for reasons of operational necessity, seniority may not be the only factor involved. However, if seniority does not govern, the reasons regarding operational necessity will be provided to the affected employee when requested by the employee.

4. Scheduled overtime shall be distributed to all qualified employees who wish to participate on the overtime wheel. If an employee refuses the employee's turn on the wheel, the employee will be charged as if the employee had worked and will go to the bottom of the overtime eligibility list. With each opportunity to work overtime, only one employee may pass on the opportunity to work the overtime assignment. When an

employee passes, the next employee on the list may be ordered to work the overtime assignment.

5. Where a promotional opportunity shall occur and two or more employees are under consideration, the Police Chief shall give due consideration to seniority and qualifications.

6. In the event of a layoff, an employee may displace the employee with lesser seniority in a lower classification, provided the more senior employee has prior service in the lower classification and that the following factors are substantially equal:

A. Sufficient ability and qualifications to perform the work, based on the employee's personnel records.
B. Performance evaluation.
C. Physical condition and job attitude, as based on written evidence.

7. In the event of substantial inequality of the above factors, as between employees in the same classification and department, the employee with the higher values of factors A, B, and C in the aggregate, shall be retained.

8. An employee shall be recalled in inverse order of layoff. An employee's right to recall ends after one year of being laid off.

9. An employee shall lose their seniority as a result of the following:

A. Termination
B. Retirement
C. Voluntary resignation
D. Layoff exceeding six (6) months
E. Failure to report to the Village Manager the employee's intention of returning to work within three (3) days of receipt of recall, as verified by certified mail, return receipt.
F. Failure to return from military leave within the time limits prescribed by law.

G. Failure to return from an authorized leave of absence upon the expiration of such leave.

10. Seniority shall continue to accrue during all types of leave approved by the VILLAGE.

ARTICLE 14 PAID VACATIONS

1. Vacation hours accrue but may not be taken during the first 180 days of service (straight days). Exceptions to this general rule may be made by the Police Chief at his/her discretion. All personnel who have completed 180 days or more of full-time service shall be entitled to take vacation with pay in accordance with the following accrual schedule:

LENGTH OF SERVICE	HOURS OF VACATION
Less than three (3) years	96 hours
Three (3) but less than five (5) years	112 hours
Five (5) but less than nine (9) years	128 hours
Nine (9) but less than fifteen (15) years	160 hours
Fifteen (15) years or more	192 hours

2. Vacation, sick leave, or any other paid leave, shall be included in the computation of the one year of required full service.

3. All employees may select, once annually in January, vacations. Initial selection of vacations will be by seniority within the classification. If a bargaining unit member chooses to change the vacation selection, they must then wait until the vacation list passes through all other remaining members of the classification, at which time he or she shall then be eligible to change the selection.

4. In the event a paid holiday should occur during an employee's vacation period, the employee shall receive an additional duty day off with pay.

5. Employment terminated without cause, or by layoff, or by retirement, illness or injury shall not affect payment of earned vacation time. An employee shall not lose his/her vacation with pay, if incapacitated due to an injury or illness incurred in the line of duty. The vacation time shall be reassigned upon return to duty.

6. If employment is terminated by death, the estate of the employee shall receive payment for the earned vacation hours.

7. Vacation hours shall be credited and reported per pay period, to indicate hours accrued less hours taken, reflecting net vacation hours available per pay period.

8. The maximum number of vacation hours an employee may accrue is the unused hours accrued during the employee's previous two (2) year period. Any employee, other than an employee who is discharged for cause, who voluntarily terminates, retires or dies while employed by the VILLAGE, shall receive payment equal to one hundred percent (100%) of the unused hours of vacation accrued during the two-year period prior to termination, retirement or death.

9. An employee who has used 80 hours of vacation time in a fiscal year may request reimbursement for any unused vacation hours above the 80 hours used. Employees requesting reimbursement must do so, in writing on a form provided by the Director of Human Resources, during the month of October immediately following the fiscal year in which the 80 hours were used. The VILLAGE will provide reimbursement no later than the November 30th immediately following the written request. Reimbursement shall be at 100% of the employees' hourly rate as of September 30th of the fiscal year in which the 80 hours of vacation time were used. The employee will be required to sign a certification/affidavit confirming that the reimbursement for the annual vacation leave hours is final and will not be subject to the grievance process.

ARTICLE 15 PAID HOLIDAYS

1. All employees will receive the equivalent to their normal scheduled hours based on their regular work assignment (8, 10 1/2, or 12 hours) of holiday pay for each of the following twelve (12) holidays. In addition to the equivalent to their normal scheduled hours based on their regular work assignment (8, 10 1/2, or 12 hours) of holiday pay, those employees who work on an actual holiday will receive premium pay (1 ½ times regular pay) for each hour the employee works on the actual holiday.

"Actual holiday" means the date the holiday falls on the Gregorian calendar as opposed to the date the Village observes the holiday. Employees will not receive premium pay for working on the day that the Village observes the holiday if different than the actual holiday.

The Village observes the following holidays. The Village will establish when the holiday is observed if the holiday falls on a Saturday or Sunday.

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday Following Thanksgiving Day
Christmas Eve
Christmas Day

2. When an employee works on any of the above listed actual holidays, the employee will be paid premium pay (1½ times regular pay) for each hour actually worked in addition

to the (8, 10 ½, or 12 hours) based on their regular work assignment of holiday pay. Only the hours actually worked on a holiday, if any, count as hours worked in the pay period when calculating eligibly for overtime.

3. If an actual holiday occurs when an employee is absent from work on paid leave under this collective bargaining agreement or other personnel rules, regulations or departmental directives, the employee shall still be paid the equivalent to their normal scheduled hours based on their regular work assignment (8, 10 1/2, or 12 hours) for the holiday at the employee's regular rate of pay.

4. An employee who does not work their full scheduled day before and after an actual holiday will not be paid holiday pay for that holiday. Pre-scheduled vacation or sick leave for medical tests, scheduled treatments, or actual illness or injury on the day before and after a holiday are treated as days worked. The Village may ask for a doctor's note or other proof of illness to verify the bargaining unit member's illness or injury.

5. In the event an employee calls out sick for all or any portion of an actual holiday, and the Village then requires another employee to work at the overtime rate, the employee utilizing sick leave on the actual holiday shall be charged sick leave at the rate of one and one-half (1.5) hours for each one (1) hour of sick leave used. Employees under in-patient care or who are indisputably sick, including those who provide a doctor's note, shall not be subject to this provision.

6. All bargaining unit members shall receive one (1) personal day per fiscal year which may be used in lieu of a scheduled workday. Requests to use the personal day shall be made upon at least fourteen (14) working days prior notice and will be granted unless exigent circumstances exist as determined by the Chief of Police or Village Manager. The personal day is forfeited if not used by September 30th of the respective year and may not be used on the same day as any other type of leave. It cannot be saved or rolled into another fiscal year. The personal day will be equivalent to the employees normal scheduled hours based on their regular work assignment (8, 10 1/2, or 12 hours). The personal day must be taken in a full day increment. There is no cash conversion for the day if it is not used and there is no cash payout upon separation of employment.

ARTICLE 16 GRIEVANCE PROCEDURE / ARBITRATION

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is specifically agreed and understood that there shall be a procedure for the resolution of disputes between the parties. For the purpose of this Article, a grievance is defined as, and limited to, any dispute, difference or controversy involving the interpretation or application of this Agreement. A dispute over disciplinary action shall be considered an appeal of disciplinary action under Article 17.

2. For the purpose of this Article, time is considered to be of the utmost importance. Accordingly, any grievance not submitted and/or processed by the grieving party in accordance with the time limits provided below shall be considered exclusively abandoned and shall be barred, forfeited and forever foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered or processed by the VILLAGE within the time limits provided below shall be deemed resolved in favor of the grievant.

3. Grievances shall be presented in the following manner:

Step 1: In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, the employee shall first discuss the alleged grievance with the immediate supervisor, and may be accompanied by a representative of the employee's choice, if so desired. This first discussion shall take place within ten (10) calendar days of the occurrence of the events which gave rise to the alleged grievance, or within ten (10) calendar days of when the employee knew or should have known of the existence of the events giving rise to the alleged grievance.

Step 2: In the event that the employee is not satisfied with the disposition of the grievance at Step 1, the employee may file a formal grievance. Such a grievance must be filed within ten (10) calendar days after the informal discussion is held at Step 1.

Said grievance must be in writing, must be signed by the employee or the Union as the employee's representative, and must contain: (a) the date of the alleged grievance; (b) the specific article (s) of this Agreement allegedly violated; (c) the facts pertaining to or giving

rise to the alleged grievances; and (d) the relief requested. The formal grievance shall be submitted to the Police Chief or the Chief's designee. The Police Chief shall, within ten (10) calendar days after the receipt of the formal written grievance, render the decision on the grievance in writing. The Police Chief shall reply in writing within ten (10) calendar days of receipt of the grievance. Failure by the Police Chief to reply within the time period shall be held to be an approval of the grievance and the remedy sought.

Step 3: In the event that the employee is not satisfied with the disposition of the grievance by the Police Chief at Step 2, the employee shall have the right to submit the grievance to the Village Manager within ten (10) calendar days after the disposition. Such grievance must be accompanied by the filing of a copy of the original written grievance. The Village Manager shall, within ten (10) calendar days of receipt of the grievance, render the decision on the grievance in writing. If the Village Manager shall fail to reply in writing, such failure shall be deemed as an approval of the merits of the grievance or dispute and the remedy sought.

4. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the ASSOCIATION and the VILLAGE, it shall be presented directly at Step 3 of the grievance procedure, within the time limit provided for the submission of the grievance at Step 2, and signed by the aggrieved employees or the ASSOCIATION representative on their behalf.

5. In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the ASSOCIATION may submit the grievance to arbitration within ten (10) calendar days after the Village Manager's disposition of the grievance. Such request shall be in writing to the other party, and if delivered by mail, postmarked within ten (10) days of the Village Manager's disposition of the grievance.

The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon an impartial arbitrator, the party seeking the appointment of an arbitrator shall, within five (5) days, request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from

which each party shall have the option of striking three (3) names in alternating fashion, until the parties select a neutral or impartial arbitrator. The party striking first shall be determined by the toss of a coin. The selection process shall occur within five (5) calendar days of receipt of the panel list.

6. Whenever the grieving party is satisfied with the disposition of the grievance at any step of the grievance procedure, or if the grieving party does not process the grievance in accordance with the specified time limits, processing of the grievance by the VILLAGE will automatically stop. However, a grieving employee may not partially accept and partially reject a disposition of their grievance. The employee must either accept or reject the disposition of their grievance, in its entirety. Thus, for example, if any employee grieves a termination, and is ordered reinstated without back pay at one of the steps of the grievance procedure, the employee may not accept the reinstatement and continue to grieve the loss of back pay. The employee's only choices would be to accept the disposition of the grievance, or to remain discharged and pursue the grievance further.

7. For the purposes of this Article, the term "calendar day" is defined to include every day except Saturdays, Sundays, and days designated as holidays by this Agreement, regardless of whether the grievant is on duty or off duty.

8. The time limits contained herein are to be strictly adhered to and may only be extended by written agreement between the parties.

9. The VILLAGE and the ASSOCIATION shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine their decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will determine the statement of the grievance, provided, however, that the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as

defined in this Article, except to the extent as specifically provided herein or expressly agreed to by the parties.

10. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the question(s) presented to him/her, which questions(s) must be actual and existing.

11. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses, as well as the expenses of obtaining a hearing room and transcript, if ordered by the Arbitrator, will be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript, unless both parties mutually agree share such costs.

12. The arbitrator's award shall be final and binding on the parties.

13. The ASSOCIATION representative will be furnished with a copy of each grievance filed by an employee within the bargaining unit.

14. Employees may request to have an ASSOCIATION representative present at any step of the grievance procedure.

15. The ASSOCIATION will not be required to process the grievance of non-members. The ASSOCIATION representative will have their name, address and all contact numbers on file with the VILLAGE.

16. The settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated, nor shall such settlement constitute a precedent for the interpretation or application of the provisions of this Agreement.

17. When arbitrability is raised by the VILLAGE with respect to any grievance, the issue of arbitrability shall be determined by the arbitrator no less than thirty (30) days prior to commencement of an arbitration hearing on the grievance itself.

18. If the VILLAGE does not agree that the matter is arbitrable, notification shall be sent to the ASSOCIATION of such issue within ten (10) days of receipt of the ASSOCIATION's request to proceed to arbitration. In such an instance, the VILLAGE may submit solely the question of arbitrability either to an arbitrator or to a court. If the arbitrability issue is submitted to an arbitrator, the decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed; and shall be submitted to the arbitrator within ten days of selection of the arbitrator. The arbitrator shall render the decision within fifteen (15) days of receipt of the parties' submissions.

19. Whichever party loses on the issue of arbitrability shall pay the costs involved in that proceeding.

20. If there is no objection by either party to the arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination that the grievance is arbitrable, the parties shall proceed to arbitrate the grievance.

ARTICLE 17 DISCIPLINARY APPEALS

Appeals of disciplinary action shall be handled as follows:

1. An employee who wishes to challenge any disciplinary action shall file a notice of appeal to the Police Chief within ten (10) calendar days of notice of the disciplinary action. When an employee has received a written counseling, the employee may, within ten (10) days of receipt of the written counseling, submit a written rebuttal which shall be attached to the written counseling document in the employee's personnel file.

2. Upon receipt of a notice of appeal, the Police Chief or the Chief's designee shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (I) sustained; (ii) reversed; or (iii) modified. Failure of the Police Chief to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained.

3. An employee who is not satisfied with the Police Chief's decision can further appeal a discipline to the Village Manager. Upon receipt of a notice of appeal, the Village Manager shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Village Manager to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained. The decision of the Village Manager shall be final unless appealed as hereinafter set forth.

4. The ASSOCIATION or employee individually may appeal any discipline greater than an eight (8) hour suspension without pay to arbitration using the same procedure for appointment of an arbitrator as set forth in Article 16 above. The request for appointment of an arbitrator must be made to the Village Manager in writing within ten (10) calendar days of the Village Manager's decision. The decision of the arbitrator shall be made within thirty (30) days following the conclusion of the hearing or the deadline for closing briefs, whichever is later. The arbitrator may sustain, reverse, or modify the discipline which was set by the Village Manager. The decision of the Arbitrator is final and binding on the parties.

5. No employee shall be subject to a disciplinary suspension of sixteen (16) hours or more, disciplinary demotion, or termination without just cause. No employee shall be subject to any suspension without pay or a termination without first being afforded a pre-determination conference with the Village Manager. No pre-determination conference shall be conducted with less than ten (10) calendar days' notice to the employee.

6. In addition to a disciplinary demotion, the Village may demote an employee for insufficient performance, provided the employee is first placed on a performance improvement plan and thereafter does not achieve all of the performance goals identified by the Village. A performance based demotion is not subject to a just cause standard and may not be challenged or appealed beyond the Village Manager. Prior to placing an employee on a performance improvement plan, an employee's supervisor and the Police Chief shall meet with the employee to discuss specific performance improvement goals. The performance improvement plan shall immediately thereafter be in effect for a period of ninety (90) days, with follow-up meetings with the employee at the forty-five (45) day and sixty (60) day mark. If the goals have not been achieved by the employee, the Police Chief may implement non-disciplinary demotion of the employee.

7. Anonymous complaints may trigger an investigation, but an anonymous complaint alone may not be the basis of disciplinary action.

8. For the first three hundred sixty-five (365) days of consecutive service with the VILLAGE after initial hire, an employee is probationary. That is, the employee serves at the will and pleasure of the VILLAGE, and thus, the employee may be disciplined or discharged without explanation or for any reason deemed sufficient by the appropriate VILLAGE official. Accordingly, probationary employees shall have no right to utilize this disciplinary appeals procedure for any matter concerning discharge, suspension or other discipline.

ARTICLE 18 ASSOCIATION ACTIVITIES

1. An employee shall have the right to join or not join the ASSOCIATION, to engage in lawful concerted activity for the purpose of collective bargaining or other mutual aid or protection, to express or communicate any view, to file any grievance and to appeal disciplinary matters to arbitration, and to express any complaint or opinion relating to conditions of employment or compensation, through duly appointed ASSOCIATION representation. All actions are to be free from any and all restraint, coercion, discrimination or reprisal by the VILLAGE or the ASSOCIATION.

2. ASSOCIATION officials and/or members, no more than four (4) members, shall be granted reasonable time during working hours, without loss of pay, to negotiate with the representatives of the VILLAGE.

3. Reasonable time shall be granted for the processing of grievances with a duly designated representative of the ASSOCIATION during working hours. The VILLAGE, in its discretion, may stop the use of such time if it interferes with productivity or manpower needs. However, the exercise of such right on the VILLAGE'S part shall not be arbitrary or capricious, nor shall it allow the VILLAGE to proceed in a manner which deprives the employee of the employee's right of representation. An ASSOCIATION representative shall be permitted to accompany a fellow employee in circumstances such as:

A. The employee is required to appear at a hearing related to a grievance.

B. The employee is presenting or responding to a grievance.

C. The employee is subject to interrogation in conjunction with an internal affairs investigation.

D. The employee is attending a pre-determination hearing.

4. The Village Manager shall be immediately notified in writing, of changes of appointed ASSOCIATION representatives.

5. ASSOCIATION representatives shall be permitted to wear ASSOCIATION insignia while on duty. The insignia shall be approved by the Police Chief or the Chief's designee.

ARTICLE 19 RULES, REGULATIONS, DIRECTIVES

1. Amendments, additions or modifications to personnel rules, regulations, and departmental directives shall be in writing, and a copy of the same shall be submitted to the ASSOCIATION no less than fourteen (14) days prior to implementation.

2. Nothing in this Article shall be construed as a waiver of the ASSOCIATION's right to bargain over mandatory subjects of bargaining or the impact of any rule change which has the practical effect of altering the terms and conditions of employment, prior to the implementation of such changes. Such a request for bargaining must be received within seven (7) days after notification to the ASSOCIATION by the VILLAGE of the proposed change.

ARTICLE 20 BULLETIN BOARD

1. The ASSOCIATION will provide a serviceable bulletin board for its use. All materials posted must be signed by an approved official of the ASSOCIATION. The VILLAGE agrees to furnish space for the bulletin board but shall have no control over the postings on the Board.

2. Bulletins shall contain nothing derogatory relating to the VILLAGE, its elected officials or supervisory personnel.

3. The Association shall indemnify, defend, and hold the Village harmless against any and all claims, demands, suits or other terms of liability that shall arise out of the postings on the Association bulletin board.

ARTICLE 21 WORKWEEK AND OVERTIME

1. The VILLAGE has the right to change work/shift schedules, work cycles, and starting times during the term of this Agreement subject to the following:

A. The work cycle shall not exceed twenty-eight (28) days. The hours of work within the established work cycle shall be 6.1 (rounded) hours per day, as set forth in 29 C.F.R. section 553.230. Hours worked in excess of the maximum hours provided by the referenced regulation shall be paid at time and one-half the employee's regular rate of pay.

B. The VILLAGE shall provide the ASSOCIATION with no less than thirty (30) days written notice of its intent to alter departmental work/shift schedules, work cycles, and starting times. The notice shall include a proposed date of implementation.

C. The ASSOCIATION may request impact bargaining over the proposed change provided it does so in writing delivered to the Village Manager within ten (10) day of receipt of note.

D. If the ASSOCIATION requests impact bargaining the implementation date shall be delayed thirty (30) days and the parties shall meet as soon as possible and engage in good faith bargaining over the impact issues identified by the ASSOCIATION.

2. Time off for a meal period shall not exceed one (1) hour.

3. For purposes of computing overtime pay, all authorized paid leave, except sick-leave, shall be considered time worked.

4. Employees assigned to "tactical alert" will be paid a minimum of one (1) hour pay per "notification". In the event an employee is "called back", he or she shall receive a minimum of two (2) hours pay.

However, in the event that an employee is forced to work during a Village declared state of emergency ("emergency pay"), including but not limited to a hurricane, he/she will be

paid at a rate of no less than two times his/her regular rate of pay for all hours worked, based on Council Resolution 2019-84.

5. Employees may exchange hours subject to the approval of the Police Chief or the Chief's designee, provided that such exchanges do not result in overtime.

6. The VILLAGE retains the right to make changes in schedules when extenuating circumstances, such as hurricanes or other states of emergencies, dictate.

7. An employee who is directed to report for work during a declared civil emergency, and fails to do so is subject to being disciplined, up to and including termination.

ARTICLE 22 PUBLIC SAFETY RELATED EDUCATION

1. Bargaining Unit Employees are eligible to participate in the Village educational assistance program as revised.

2. In order to qualify for reimbursement under the VILLAGE'S program, all courses to be taken must be prior approved by the Director of Human Resources, Police Chief and the Village Manager.

3. Any and all continuing education will be done on the employee's own time.

4. The VILLAGE will participate in the State of Florida educational degree incentive program.

ARTICLE 23 WORK ASSIGNMENT OUT OF GRADE

1. An employee who is required to temporarily accept responsibility and carry out the duties of a rank higher than which he or she normally holds, for a full shift shall be paid ten percent (10%) above the individual's present base rate for that position while so engaged.

2. An employee assigned to a rank which carries a rate of pay higher than the permanent rate of the assignee shall in the event of injury, illness, or death incurred while in the performance of service be compensated at the level of payment and benefits for the employee's permanent rank and not the assigned rank.

ARTICLE 24 MEDICAL EXAMINATIONS

1) In those situations where the VILLAGE requires a medical examination, the entire costs shall be borne by the VILLAGE.

2) The VILLAGE will provide those vaccinations and examinations required by Section 112.18 and Section 112.181, Florida Statutes.

3) The VILLAGE may order an employee to undergo an examination to determine fitness for duty when the VILLAGE has a reasonable suspicion that the employee is unfit to perform their duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion testing shall not be required except upon the final approval of the Police Chief, after the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:

    A. Abnormal conduct or erratic behavior while at work; or
    B. A significant deterioration in work performance; or
    C. Excessive use of sick time.

During the time that the employee is not working, if applicable, until the time that the employee receives his/her medical evaluation, he/she will be on paid Administrative Leave status and will not be required to utilize their own accrued leave. If the employee is found at fault with a positive drug or alcohol test, the paid Administrative Leave Hours will be refunded to the Village and the employee will be required to utilize their own accrued leave hours to cover the absence.

4) The VILLAGE shall provide employees with testing after exposures to certain biological hazards while on duty. The testing shall be conducted in accordance with accepted medical practices and shall be designed to detect the presence of the biological hazard

for which the test is conducted. The VILLAGE will provide testing to employees upon exposure to any of the following hazards:

A. Hepatitis A, B, or C
B. Measles
C. Polio
D. Varicella
E. HIV/AIDS
F. Heavy Metals
G. Tuberculosis

5) The VILLAGE will also provide flu shots annually for all employees, if not available to employees at no cost through the Village's health insurance provider.

ARTICLE 25 UNIFORM AND CLOTHING ALLOWANCE

1. A one hundred ($100) dollar monthly allowance shall be paid to all members of the bargaining unit for the repair and cleaning of clothing used in the performance of duty. Plain clothed employees will receive an annual lump sum of $750.00, prorated to time assigned, for the purchase of work clothing.

2. Uniforms damaged beyond repair in the line of duty shall be replaced by the VILLAGE at no cost to the employee.

3. Costs for repair or replacement of watches, eyeglasses, or cell phones damaged or destroyed while in the course of duty will be paid by the VILLAGE at a cost not to exceed two hundred ($200.00) dollars per item. A police report associated with a case number must be submitted with approval from the Police Chief in order to be eligible for the reimbursement.

4. A shoe allowance of one hundred fifty ($150.00) dollars per year shall be paid to all bargaining unit members during the first pay period in October.

5. Road Patrol shall be issued three (3) shirts and three (3) pair of pants annually.

ARTICLE 26 VEHICLES AND EQUIPMENT

1. Personal Vehicles: In the event an employee (if authorized and directed in advance) uses their own automobile for the performance of official duties on behalf of the VILLAGE, the employee will be compensated at the IRS rate prevailing at the time of use.

2. Take Home Vehicles: VILLAGE vehicle use shall be covered by the VILLAGE'S adopted "Take Home Vehicle Policy" (Appendix D). Use of a Village vehicle is not a privilege, right, or prerequisite of any employee and is a discretionary benefit that is subject to change without notice. While the Village may provide advanced notice in its sole discretion, it is not guaranteed. The allowance of a take home vehicle may be revoked by the Village Manager and/or Police Chief when, in their sole discretion, it is determined that the take home vehicle use is not fiscally or operationally justified. The Chief of Police may immediately suspend or terminate any vehicle assignment pending a final decision from the Village Manager. With the exception of the provisions of this Article, the City may amend, from time to time, other provisions of the Take Home Vehicle Policy. The union may file a grievance as provided in Article 16 of this Agreement, but shall not arbitrate a suspension or termination of the take home vehicle privilege.

Goals of the Take Home Vehicle Program:

1. To promote the security of citizens of the Village of North Palm Beach by greater visibility and presence of department vehicles on the streets and highways.
2. To deter crime by limiting the opportunity for criminals to commit an act by the mere presence of more marked vehicles.
3. To provide quicker response times to certain types of emergency calls and increase the opportunity to apprehend criminals.
4. To provide the quickest response time for off-duty personnel when they are called back to duty for emergency situations.
5. To provide an increased incentive and improve moral for members participating in the program.
6. To maintain vehicles in optimum operating condition through preventative maintenance and personal assignment.
7. To reduce vehicle maintenance costs.

8. To reduce the yearly mileage of each vehicle and increase the vehicle's useful life.

Section 1. The Village will continue the take home vehicle program during the term of this Agreement, subject to the Village Manager and/or Police Chief's discretion to cease the program, and to purchase as reasonably as possible the number of vehicles sufficient to supply all eligible members of the bargaining unit provided the program remains in effect. Available vehicles will be assigned to non-probationary SRT members first, and then to all non-probationary sworn unit members on the basis of seniority. Any violation or non-compliance with the requirements and responsibilities of the Take Home Vehicle policy will be subject to the disciplinary action. In order to participate, the eligible employee must sign the Take Home Vehicle Employee Acknowledgement (Appendix F) and complete the Take Home Vehicle Payroll Deduction Form (Appendix E). Participation in the Take Home Vehicle Program is not mandatory.

Section 2. Eligibility.

1. Members who reside within Palm Beach County, Broward County, Martin County and St Lucie County are eligible for a Take Home Vehicle provided they:
   a. Have successfully completed field training and are in a non-probationary status, and
   b. Maintain a valid Florida driver's license in good standing.
   c. Members normally assigned a take home vehicle and who are off work due to disciplinary leave, disability, FMLA, or worker's compensation or are on light duty or modified duty shall not be authorized to operate that vehicle and must turn in their vehicle until they are cleared for full duty. Exceptions may be made for personnel assigned to unmarked vehicles regarding light duty,
   d. Any member who will be absent from work for more than seven consecutive days (excluding regular days off) due to vacation, military leave, or other reasons shall park the assigned vehicle at the Police Department and give the keys to the immediate supervisor, unless otherwise authorized in writing by the Chief of Police, and
2. Vehicles will be assigned on the basis of seniority (by ID Number) to SRT members first, with seniority bumping rights for SRT members transferred to patrol. After SRT members, sworn members will be provided the opportunity for vehicle assignment as vehicles become available based on seniority.

Section 3. Insurance Requirements.

Assigned vehicles are not to be used for personal use, only for travel to and from work di minimis use, and for work purposes, and for work purposes as authorized by the Police Chief.

The Village will maintain auto insurance coverage to cover their vehicles when an officer travels to or from work in a take home vehicle. The coverage must also cover the time an officer travels to and from any other work assignment in the take home vehicle. However, there are two exceptions:

1. Coverage is not required if the officer makes any "distinct deviation for a nonessential personal errand".
    a. The Village and the Union define "distinct deviation" as any personal use of the Take Home Vehicle other than *de minimis* use along the member's normal commute route. For example, stopping at a convenience store, bank, or fast food restaurant that is on the member's reasonable commute route is considered *de minimis*. Notwithstanding this mutual understanding of the term "distinct deviation," the Union and the Village recognize the insurance carrier determines whether coverage applies, not the Village and not the Union. Therefore, coverage determinations by the applicable insurance carrier are not grievable or arbitrable.

2. Coverage is not required if the officer "acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property".

Section 4. Take Home Vehicle Payroll Deductions

All employees using a take home vehicle must sign and submit to the Finance Department the attached Take Home Vehicle Payroll Deduction Form upon being eligible for, and accepting, a take home vehicle in accordance with the parameters of the Village Take Home Vehicle Policy. The employee shall be charged the following amount by Payroll deduction, depending on how far the employee lives from their work location, for the ability to use a take-home vehicle:

Within Palm Beach County	$20 per pay period
Broward, Martin, and St. Lucie Counties	$30 per pay period

Eligible sworn unit members have the option to accept or reject a Village take home vehicle. If the sworn unit member rejects the take home vehicle or a take home vehicle is not available for their use, no other stipend or alternative remuneration will be provided.

Section 5. Employee Responsibilities.

Employees assigned to a take home vehicle shall:

a. Park the vehicle in a secure off-street location and lock it when not in use.
b. Not use the vehicle as part of any outside employment, other than to or from off-duty details assigned through the Village.
c. Not use the vehicle for any personal endeavors.
d. Not use the vehicle for posting online or within any social media platforms without prior approval of the Chief of Police or designee.
e. Not transport pets of any kind unless approved by the immediate supervisor in the performance of their official duties.
f. Possess and maintain a valid Florida Driver's License and immediately notify the immediate supervisor and Deputy Chief of any changes in the status.
g. Inspect the vehicle prior to each use for damage or operational defects and report same in accordance with Village policy.
h. Not use any smoke or tobacco products in the vehicle (e.g. smoking, vaping, chewing tobacco).
i. Obey all traffic laws.
j. Operate the vehicle in a manner to maximize life expectancy of the vehicle and conserve fuel consumption.
k. Maintain the vehicle in a clean and presentable condition.
l. Not operate the vehicle while under the influence or within 8 hours of ingesting alcoholic beverages and/or medications which may affect their ability to operate a vehicle.
m. Notify the Deputy Chief and Human Resources Department immediately of any change of address.

ARTICLE 27 WAGES

YEAR ONE

Slotting and the commencement of the compensation increases resulting from this agreement will take effect on the first full pay period following October 1st, 2024 based on mutual ratification of the Agreement.

Slotting Into Step Pay Plan

The Step Plan is attached as Appendix B.

For Year One, on the first full pay period following October 1st, 2024, employees will be slotted into the pay plan as provided in Appendix C.

Evaluation Based Step Increase

On their anniversary date employees who receive a satisfactory evaluation will advance to the next step of their classification.

YEAR TWO

Employees will advance to the next step of their classification on the employee's anniversary date. There will be no change in pay on October 1st, 2025. The employee will receive the full increase on their anniversary date.

YEAR THREE

Employees will advance to the next step of their classification on the employee's anniversary date. There will be no change in pay on October 1st, 2026. The employee will receive the full increase on their anniversary date.

Steps Contingent of Evaluation

Employee step increases are contingent on the employee's individual, weighted performance review evaluation, for which relevant forms are attached as Composite Appendix G. Employees will be entitled to their annual step increase if they receive a weighted performance evaluation score of "Satisfactory" or above. If the employee receives a weighted evaluation less than "Satisfactory, then the employee will be given one (1) opportunity to raise such deficient evaluation for purposes of receiving the step increase for that pay year as follows:

An employee who receives a weighted performance evaluation rating that is below "satisfactory" will meet with that employee's first-level supervisor, and the supervisor will provide the employee with specific performance improvement goals. The employee will be re-evaluated ninety (90) days following this counseling session. If the employee's weighted performance score increases to "Satisfactory" or above, then the employee will receive the step increase the next full pay period after achieving a Satisfactory review.

No Increases Over Top Out

No employee will receive a base wage increase or lump sum payment over the top pay for the employee's classification in the Village step plan.

New Hire Compensation

The minimum step established for the bargaining unit positions in the VILLAGE step plan shall be paid upon employment to "new hire" employees, except that a higher step may be paid when the entry step is approved by the VILLAGE Manager following a written justification from the Police Chief. Approval will be based on the exceptional qualifications of the appointee or the inability to attract adequate personnel at the entry level step. The Police Chief shall address in their justification the steps of current members of the department who have comparable years of service as the recommended new hire.

Assignment Pay

Assignment pay will be 5% annually, prorated to the time assigned, for each member (Officers and Sergeants) assigned by the Police Chief to the following positions: Field Training Officers, Detectives, Night Shift, Neighborhood Enhancement Team (NET), Crime Scene Technician/Evidence Custodian, Motor, K9, SRT, agency-employed instructors, Homeless Outreach Team, Dive Team, and Marine Patrol. Honor guard members shall be eligible for 2% annually, which shall count toward the maximum of (2) assignment pay categories.

Assignments are discretionary temporary appointments by the Police Chief. The appointment to or removal from an assignment is not subject to grievance or appeal. An employee may not receive added compensation for more than two (2) assignment pay

categories (10% maximum, K9 and Night Shift excluded and shall not count toward the maximum).

ARTICLE 28 PENSION

1. Retirement benefits for PBA bargaining unit members are as set forth in Chapter 2, Article V, Division 4. of the Village Code of Ordinances.

2. The following amendments to benefits and contributions are in effect during the term of this Agreement:

A. The 75% pension maximum monthly pension benefit cap was increased to 80% of AME for employees who retire after 10/1/22 ME; and

B. the multiplier increased from 2.75% to 3% for years of service after 10/1/2022; and

C. Employee contributions are 10% as of 10/1/2023.

3. Funds received from the State of Florida (175 and 185 money) will be applied to reduce Village required annual payment to pension fund.

4. Each employee who is a member of the Board of Trustees of the Village of North Palm Beach Fire and Police Retirement Fund shall be granted twenty-four (24) hours of administrative leave with pay each calendar year in order to allow the employee to attend educational seminars or conferences related to the performance of their duties as a trustee or pension benefits or issues.

5. The VILLAGE shall match bargaining unit employee contributions to a VILLAGE approved Chapter 457 Deferred Compensation Plan at a rate fifty cents ($0.50) for every one dollar ($1.00) contributed to such plan up to a maximum of ($120) dollars per month ($1440 annually) to be contributed by the VILLAGE on behalf of each bargaining unit employee.

6. Pension benefits for employees is codified in the Village Code of Ordinances, Article V, Division 4. See Appendix H.

7. All DROP program benefits and contributions will remain the same.
8. The definition of "Earnings" will include up to 300 hours of overtime compensation.

ARTICLE 29 TRAINING

1. The VILLAGE will provide one week's advance notice for any training scheduled for weekends.

2. Any training beyond Miami-Dade, Broward, Martin, St. Lucie, and Palm Beach County will allow for an overnight stay paid for by the VILLAGE. When training in Miami-Dade County involves a two-day class, the night between the training days will allow for an overnight stay paid for by the VILLAGE.

ARTICLE 30 PROBATIONARY EMPLOYEES

1. All new employees shall be designated as probationary employees and will remain in probationary status in their classification for one (1) year from their date of graduation from the academy, or one (1) year from their date of employment in the case of an employee hired who is already a certified officer who does not attend the academy. During probation, employees are "at will" employees who may be terminated with or without a statement of cause.

2. Periods of absence of three (3) shifts or more during probation will extend the probationary period by the amount of the absence or one week, whichever is greater.

3. The probationary period shall be regarded as an intrinsic part of the examination process and shall be used for observing the employee's performance and suitability for Village employment.

4. Upon the satisfactory completion of the probationary period, the employee shall attain regular status.

ARTICLE 31 RIGHTS WHILE UNDER INVESTIGATION

Nothing in this Agreement is intended to limit or expand the rights or remedies provided to a law enforcement officer who is under investigation as set forth in sections 112.532, Florida Statutes, as amended from time to time. For ease of reference, the statute is incorporate herein as Appendix A. Inclusion of this reference does not create a right to grieve or appeal a violation of statute through either the grievance (Article 16) or disciplinary appeal (Article 17) procedures set forth in the Agreement, but violations of these rights may be raised as evidence in a matter subject to grievance or disciplinary appeal.

ARTICLE 32 POLICE OFFICER TRAINEE PROGRAM

The VILLAGE may offer a Police Officer Trainee Program, designed to recruit and incentivize quality employees.

ARTICLE 33 ENTIRE AGREEMENT

1. The VILLAGE and the ASSOCIATION acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement. All negotiable items that should or could have been discussed, were discussed; therefore, neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement.

2. Therefore, this Agreement contains the entire contract, understandings, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term.

3. In the event of a conflict between this agreement and any collateral document, the terms of this Agreement shall control.

4. Nothing in this Article shall be construed to diminish or affect the Association's right to request bargaining on new issues surrounding mandatory subjects of bargaining or to request impact bargaining. Correspondingly, nothing in this agreement shall be construed as a waiver or limitation on the Village's management rights as granted by §447.203, Florida Statutes.

ARTICLE 34 DURATION

1. This three-year Agreement shall be effective from date of ratification by both parties, and it remains in full force and effect until the thirtieth (30th) day of September 2027.

2. No employee will receive a salary increase or lump sum payment other than an adjustment that results from a promotion or demotion, or a cost of living adjustment beyond September 30, 2027, except as provided in a subsequent Collective Bargaining Agreement as negotiated and ratified by the parties.

3. The VILLAGE and the PBA will commence bargaining for a successor agreement on or about May 30th, 2027.

SIGNATURE PAGE

THE VILLAGE OF NORTH PALM BEACH

_____
Charles D. Huff, Village Manager

_____
Jessica Green, Village Clerk

PALM BEACH COUNTY POLICE
BENEVOLENT ASSOCIATION, INC.

_____
John Kazanjian
President, Palm Beach County Police Benevolent Association, Inc.

Date of ratification by Bargaining Unit: _____
Date of ratification by the VILLAGE COUNCIL: _____

APPENDICES

Appendix A Law Enforcement Officers Bill of Rights
Appendix B Step Plan
Appendix C Slotting Plan
Appendix D Take Home Vehicle Policy (Police Department)
Appendix E Take-Home Vehicle Payroll Deduction Form
Appendix F Take-Home Vehicle Employee Acknowledgement
Appendix G Composite Evaluation Forms
Appendix H Pension Plan Ordinance

APPENDIX A – LAW ENFORCEMENT OFFICERS BILL OF RIGHTS

112.532 **Law enforcement officers' and correctional officers' rights.**—All law enforcement officers and correctional officers employed by or appointed to a law enforcement agency or a correctional agency shall have the following rights and privileges:

(1) RIGHTS OF LAW ENFORCEMENT OFFICERS AND CORRECTIONAL OFFICERS WHILE UNDER INVESTIGATION.—Whenever a law enforcement officer or correctional officer is under investigation and subject to interrogation by members of his or her agency for any reason that could lead to disciplinary action, suspension, demotion, or dismissal, the interrogation must be conducted under the following conditions:

(a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer or correctional officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

(b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, police unit, or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

(c) The law enforcement officer or correctional officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.

(d) The law enforcement officer or correctional officer under investigation must be informed of the nature of the investigation before any interrogation begins, and he or she must be informed of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer. The complaint, all witness statements, including all other existing subject officer statements, and all other existing evidence, including, but not limited to, incident reports, GPS locator information, and audio or video recordings relating to the incident under investigation, must be provided to each officer who is the subject of the complaint before the beginning of any investigative interview of that officer. An officer, after being informed of the right to review witness statements, may voluntarily waive the provisions of this paragraph and provide a voluntary statement at any time.

(e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

(f) The law enforcement officer or correctional officer under interrogation may not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. A promise or reward may not be made as an inducement to answer any questions.

(g) The formal interrogation of a law enforcement officer or correctional officer, including all recess periods, must be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

(h) If the law enforcement officer or correctional officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights before commencing the interrogation.

(i) At the request of any law enforcement officer or correctional officer under investigation, he or she has the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during the interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement or correctional service.

(j) Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.

(2) COMPLAINT REVIEW BOARDS.—A complaint review board shall be composed of three members: One member selected by the chief administrator of the agency or unit; one member selected by the aggrieved officer; and a third member to be selected by the other two members. Agencies or units having more than 100 law enforcement officers or correctional officers shall utilize a five-member board, with two members being selected by the administrator, two members being selected by the aggrieved officer, and the fifth member being selected by the other four members. The board members shall be law enforcement officers or correctional officers selected from any state, county, or municipal agency within the county. There shall be a board for law enforcement officers and a board for correctional officers whose members shall be from the same discipline as the aggrieved officer. The provisions of this subsection shall not apply to sheriffs or deputy sheriffs.

(3) CIVIL SUITS BROUGHT BY LAW ENFORCEMENT OFFICERS OR CORRECTIONAL OFFICERS.—Every law enforcement officer or correctional officer shall have the right to bring civil suit against any person, group of persons, or organization or corporation, or the head of such organization or corporation, for damages, either pecuniary or otherwise, suffered during the performance of the officer's official duties, for abridgment of the officer's civil rights arising out of the officer's performance of official duties, or for filing a complaint against the officer which the person knew was false when it was filed.

This section does not establish a separate civil action against the officer's employing law enforcement agency for the investigation and processing of a complaint filed under this part.

(4) NOTICE OF DISCIPLINARY ACTION; COPY OF AND OPPORTUNITY TO ADDRESS CONTENTS OF INVESTIGATIVE FILE; CONFIDENTIALITY.—

(a) A dismissal, demotion, transfer, reassignment, or other personnel action that might result in loss of pay or benefits or that might otherwise be considered a punitive measure may not be taken against any law enforcement officer or correctional officer unless the law enforcement officer or correctional officer is notified of the action and the reason or reasons for the action before the effective date of the action.

(b) Notwithstanding s. 112.533(5), whenever a law enforcement officer or correctional officer is subject to disciplinary action consisting of suspension with loss of pay, demotion, or dismissal, the officer or the officer's representative must, upon request, be provided with a complete copy of the investigative file, including the final investigative report and all evidence, and with the opportunity to address the findings in the report with the employing law enforcement agency before imposing disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. The contents of the complaint and investigation must remain confidential until such time as the employing law enforcement agency makes a final determination whether to issue a notice of disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. This paragraph does not provide law enforcement officers with a property interest or expectancy of continued employment, employment, or appointment as a law enforcement officer.

(5) RETALIATION FOR EXERCISING RIGHTS.—No law enforcement officer or correctional officer shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his or her employment or appointment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by this part.

(6) LIMITATIONS PERIOD FOR DISCIPLINARY ACTIONS.—

(a) Except as provided in this subsection, disciplinary action, suspension, demotion, or dismissal may not be undertaken by an agency against a law enforcement officer or correctional officer for any act, omission, or other allegation or complaint of misconduct, regardless of the origin of the allegation or complaint, if the investigation of the allegation or complaint is not completed within 180 days after the date the agency receives notice of the allegation or complaint by a person authorized by the agency to initiate an investigation of the misconduct. If the agency determines that disciplinary action is appropriate, it shall complete its investigation and give notice in writing to the law enforcement officer or correctional officer of its intent to proceed with disciplinary action, along with a proposal of the specific action sought, including length of suspension, if applicable. Notice to the officer must be

provided within 180 days after the date the agency received notice of the alleged misconduct, regardless of the origin of the allegation or complaint, except as follows:

1. The running of the limitations period may be tolled for a period specified in a written waiver of the limitation by the law enforcement officer or correctional officer.

2. The running of the limitations period is tolled during the time that any criminal investigation or prosecution is pending in connection with the act, omission, or other allegation of misconduct.

3. If the investigation involves an officer who is incapacitated or otherwise unavailable, the running of the limitations period is tolled during the period of incapacitation or unavailability.

4. In a multijurisdictional investigation, the limitations period may be extended for a period of time reasonably necessary to facilitate the coordination of the agencies involved.

5. The running of the limitations period may be tolled for emergencies or natural disasters during the time period wherein the Governor has declared a state of emergency within the jurisdictional boundaries of the concerned agency.

6. The running of the limitations period is tolled during the time that the officer's compliance hearing proceeding is continuing beginning with the filing of the notice of violation and a request for a hearing and ending with the written determination of the compliance review panel or upon the violation being remedied by the agency.

(b) An investigation against a law enforcement officer or correctional officer may be reopened, notwithstanding the limitations period for commencing disciplinary action, demotion, or dismissal, if:

1. Significant new evidence has been discovered that is likely to affect the outcome of the investigation.

2. The evidence could not have reasonably been discovered in the normal course of investigation or the evidence resulted from the predisciplinary response of the officer.

Any disciplinary action resulting from an investigation that is reopened pursuant to this paragraph must be completed within 90 days after the date the investigation is reopened.

(7) RIGHTS OF LAW ENFORCEMENT OFFICERS AND CORRECTIONAL OFFICERS RELATING TO A BRADY IDENTIFICATION SYSTEM.—

(a) A law enforcement officer or correctional officer has all of the rights specified in s. 112.536 relating to the inclusion of the name and information of the officer in a Brady identification system.

(b) A law enforcement officer or correctional officer may not be discharged, suspended, demoted, or otherwise disciplined, or threatened with discharge, suspension, demotion, or other discipline, by his or her employing agency solely as a result of a prosecuting agency determining that the officer's name and information should be included in a Brady identification system. This paragraph does not

prohibit an officer's employing agency from discharging, suspending, demoting, or taking other disciplinary action against a law enforcement officer or correctional officer based on the underlying actions of the officer which resulted in his or her name being included in a Brady identification system. If a collective bargaining agreement applies, the actions taken by the officer's employing agency must conform to the rules and procedures adopted by the collective bargaining agreement.

APPENDIX B – STEP PLAN

Pay Schedule for Fiscal Year 2024-2025

RECORDS CLERK		POLICE OFFICER		POLICE SERGEANT	
STEP	PAY	STEP	PAY	STEP	PAY
1	$51,809.20	1	$70,720.01	1	$88,455.70
2	$54,140.61	2	$73,902.41	2	$92,436.20
3	$56,576.94	3	$77,228.02	3	$96,595.83
4	$59,122.90	4	$80,703.28	4	$100,942.65
5	$61,783.43	5	$84,334.93	5	$105,485.06
6	$64,563.69	6	$88,130.00	6	$110,231.89
7	$67,469.06	7	$92,095.85	7	$115,192.33
8	$70,505.16	8	$96,240.17	8	$120,375.98
9	$73,677.90	9	$100,570.98	9	$125,792.90
10	$76,993.40	10	$105,096.67	10	$131,453.58
11	$80,458.10	11	$109,826.02	11	$137,368.99
12	$84,078.72	12	$114,768.19	12	$143,550.60

Pay Schedule for Fiscal Year 2025-2026

RECORDS CLERK		POLICE OFFICER		POLICE SERGEANT	
STEP	PAY	STEP	PAY	STEP	PAY
1	$51,809.20	1	$76,377.61	1	$94,647.60
2	$54,140.61	2	$79,814.61	2	$98,906.74
3	$56,576.94	3	$83,406.26	3	$103,357.54
4	$59,122.90	4	$87,159.55	4	$108,008.63
5	$61,783.43	5	$91,081.73	5	$112,869.02
6	$64,563.69	6	$95,180.40	6	$117,948.13
7	$67,469.06	7	$99,463.52	7	$123,255.79
8	$70,505.16	8	$103,939.38	8	$128,802.30
9	$73,677.90	9	$108,616.65	9	$134,598.40
10	$76,993.40	10	$113,504.40	10	$140,655.33
11	$80,458.10	11	$118,612.10	11	$146,984.82
12	$84,078.72	12	$123,949.65	12	$153,599.14

Pay Schedule for Fiscal Year 2026-2027

RECORDS CLERK		POLICE OFFICER		POLICE SERGEANT	
STEP	PAY	STEP	PAY	STEP	PAY
1	$51,809.20	1	$82,487.82	1	$101,272.93
2	$54,140.61	2	$86,199.78	2	$105,830.21
3	$56,576.94	3	$90,078.77	3	$110,592.57
4	$59,122.90	4	$94,132.31	4	$115,569.24
5	$61,783.43	5	$98,368.26	5	$120,769.85
6	$64,563.69	6	$102,794.84	6	$126,204.49
7	$67,469.06	7	$107,420.60	7	$131,883.70
8	$70,505.16	8	$112,254.53	8	$137,818.46
9	$73,677.90	9	$117,305.99	9	$144,020.29
10	$76,993.40	10	$122,584.75	10	$150,501.21
11	$80,458.10	11	$128,101.07	11	$157,273.76
12	$84,078.72	12	$133,865.62	12	$164,351.08

APPENDIX C – INITIAL SLOTTING

LAST NAME	FIRST NAME	POSITION	INITIAL STEP
CIEZAK	EDWARD	SERGEANT	8
COUNCIL	ANDREW	SERGEANT	12
KOENIG	KEITH	SERGEANT	12
MEKOLIAVITCH	STEVEN	SERGEANT	12
ORTIZ-ADARMES	JAVIER	SERGEANT	12
PEARSON	LOUIS	SERGEANT	12
ABRAMCZYK	MICHAEL	POLICE OFFICER	12
ALDRIDGE	ZACHARY	POLICE OFFICER	12
BALLATORI	MARC	POLICE OFFICER	3
BEARSBY	KEVIN	POLICE OFFICER	12
BUSSEK	DANIEL	POLICE OFFICER	8
COLLURA	YESENIA	POLICE OFFICER	12
CULVER	KYLE	POLICE OFFICER	7
DAVIS	TREVOR	POLICE OFFICER	6
HACHIGIAN	GEORGE	POLICE OFFICER	12
HERNANDEZ	NICHOLAS	POLICE OFFICER	6
JOHNSON	RUSSELL	POLICE OFFICER	9
LEW	GARY	POLICE OFFICER	9
LOPEZ	GEORGE	POLICE OFFICER	12
MILLER	STEVEN	POLICE OFFICER	12
MILORD	JHAMIL	POLICE OFFICER	4
MIRANDA	JOSE	POLICE OFFICER	2
MIZE	MICHAEL	POLICE OFFICER	12
MODICA	PETER	POLICE OFFICER	4
PEREZ	CHRISTOPHER	POLICE OFFICER	6
STEADE	RODERICK	POLICE OFFICER	12
TONKIN	JOVICA	POLICE OFFICER	3
TOPPING	CHRISTOPHER	POLICE OFFICER	6
TRIMBLE	DELANEY	POLICE OFFICER	4
VICKERS	HORACE	POLICE OFFICER	1
WILKINSON	KATELYN	POLICE OFFICER	4
WRIGHT	JAMES	POLICE OFFICER	5
METAYER	ROSEMITH	RECORDS CLERK	12

APPENDIX D - TAKE HOME VEHICLE POLICY (POLICE DEPARTMENT)

PURPOSE

To establish and outline the Village of North Palm Beach's policy for the assignment, inspection, operation, and utilization of Village owned, leased, or rented vehicles by Police Department Personnel.

DEFINITIONS

Village Vehicle – Any vehicle that is owned, leased, or rented by the Village of North Palm beach for the purpose of conducting official Village business.
Take Home Vehicle – Any Village vehicle that is allocated to a Village employee on a 24-hour basis, whether temporary or long-term.
Vehicle Operator – Any eligible Police Department employee in actual physical control of a Village vehicle.

CRITERIA FOR ASSIGNMENT

All sworn Police Department members who have successfully completed field training and are in a non-probationary status who reside within Palm Beach County, Broward County, Martin County, and St. Lucie County will be afforded the option of a take home vehicle based on the terms of the current collective bargaining agreement. In order to participate, the eligible employee must sign the Take Home Vehicle Employee Acknowledgement, complete the Take Home Vehicle Payroll Deduction Form, and maintain a valid Florida driver's license in good standing. Available vehicles will be assigned to SRT members first, and then to all sworn unit members on the basis of seniority. Participation in the Take Home Vehicle Program is not mandatory.

Members normally assigned a take home vehicle and who are off work due to disciplinary leave, disability, FMLA, or worker's compensation or are on light duty or modified duty shall not be authorized to operate that vehicle and must turn in their vehicle until they are cleared for full duty. Exceptions may be made for personnel assigned to unmarked vehicles regarding light duty.

Any member who will be absent from work for more than seven consecutive days (excluding regular days off) due to vacation, military leave, or other reasons (including leave and light/modified duty referenced above) shall park his/her assigned vehicle at the Police Department and shall give the keys to his/her supervisor, unless otherwise authorized in writing by the Chief of Police. Upon separation from employment, the take home vehicle shall be immediately surrendered to the Village. In the case of an unforeseeable involuntary separation, the Village shall make arrangements to transport the employee to their home.

Use of a Village vehicle is not a privilege, right, or prerequisite of any employee and is a discretionary benefit that is subject to change without notice. While the Village may provide advanced notice in its sole discretion, it is not guaranteed. The allowance of a take home vehicle

may be revoked by the Village Manager and/or Police Chief when, in their sole discretion, it is determined that the take home vehicle use is not fiscally or operationally justified. The Chief of Police may immediately suspend or terminate any vehicle assignment pending a final decision from the Village Manager.

POLICY

A. Personal Use of Village Vehicles:

Village vehicles are to be used as necessary to conduct business of the Village and its operations as authorized by the Police Chief. Employees shall not operate Village vehicles for the purposes of conducting a private business or enterprise or any other personal use. However, it is recognized that a de minimis amount of personal use of a Village vehicle may be required for those employees who are assigned a take-home vehicle. De minimis personal use shall be limited to stopping at a convenience store, bank, or fast food restaurant that is on the employee's reasonable commute route.

F.S. 627.7491 – Official Law Enforcement Vehicles; Motor Vehicle Insurance Requirements. This law became effective on July 1, 2022 and requires police departments to maintain auto insurance coverage to cover their vehicles when an officer travels to or from work in a take home vehicle. The Village has the necessary insurance in place to comply with this statute. The coverage must also cover the time an officer travels to and from any other work assignment in the take home vehicle. However, there are two exceptions:

1. Coverage is not required if the officer makes any "distinct deviation for a nonessential personal errand". The Village and the Union define "distinct deviation" as any personal use of the Take Home Vehicle other than de minimis use along the member's normal commute route. For example, stopping at a convenience store, bank, or fast food restaurant that is on the member's reasonable commute route is considered de minimis. Notwithstanding this mutual understanding of the term "distinct deviation," the Union and the Village recognize the insurance carrier determines whether coverage applies, not the Village and not the Union.

2. Coverage is not required if the officer "acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property".

Members are encouraged purchase an additional rider, commonly referred to as "Extended Non-Owned Coverage," from their personal insurance agent. This type of policy generally covers the member in the event they are involved in an accident while driving to and from work or are otherwise using the Village's vehicle for anything other than official Village business.

Village vehicles authorized to be driven to the employee's residence should be locked at all times and parked either in a garage, private driveway, or an otherwise safe and secure place.

The vehicle should not be parked in a roadway or anywhere that it may suffer damage or violate codes or ordinances.

Other than extra duty details, members may not use their assigned vehicle as part of any outside employment. Take home vehicles shall not be used as a means of intimidation in personal or business disputes. Members are prohibited from using their assigned vehicles while engaged in political activities such as setting up signs, attending rallies, promotional events, or any other activity that may inappropriately suggest department or Village endorsement. Members are prohibited from using their assigned vehicles in any internet or social media posting without prior approval from the Chief of Police, or his/her designee.

Members are prohibited from transporting pets of any kind (dogs, cats, birds, reptiles, etc.) in a Village vehicle unless approved by their immediate supervisor in the performance of their official duties.

B. Possession of a Valid Florida Driver's License:

All Village vehicle operators are responsible for possessing and maintaining a valid State of Florida driver's license. Employees authorized to drive Village vehicles are required to immediately inform their supervisor and the Deputy Chief if their license becomes canceled, invalid, expired, restricted, suspended, or revoked. Failure of the employee to notify their supervisor immediately may result in disciplinary action, up to and including termination. The Deputy Chief will then inform the Director of Human Resources of the employees canceled, invalid, expired, restricted, suspended, or revoked license status as soon as possible, before the end of business that day.

C. Safety Equipment/Vehicle Inspection Requirements:

All operators and passengers of Village vehicles will use the vehicle seat and safety belts if the vehicle is so equipped. Vehicles shall be inspected by the operator prior to each use to ensure all parts, equipment, and accessories are in safe operating condition and free of any damage or defect. No vehicle shall be driven or put into operation until defects and safety violations have been corrected. If damage to the vehicle is discovered, the employee shall complete a Memorandum and notify their supervisor immediately. If operational defects are discovered, (e.g. warning light indicators, etc.), the employee shall notify their supervisor immediately for further instruction before driving the vehicle.

Employees are responsible for safeguarding Village-issued equipment associated with their assigned vehicles. Members shall immediately report any theft of equipment or damage to a take home vehicle in accordance with established procedures.

Employees are responsible for the care, cleanliness, and the condition of their assigned vehicle. While employees may be removed from the program for any reason without prior notice, the failure of a member to properly maintain their vehicle may also result in the removal of the member from the take home vehicle program.

D. Vehicle Collisions:

All employees, if involved in any vehicular collision or accident in a Village vehicle shall:

- Call the appropriate law enforcement agency (911)
- Call the employees immediate supervisor and/or Deputy Chief
- Call department supervisory personnel and the appropriate law enforcement agency to determine if the vehicle should be towed
- Complete the Village's Accident Report immediately and forward copies to their supervisor, Deputy Chief, Human Resources Department, and the Fleet Maintenance Division.

Employees will be required to submit to drug and/or alcohol testing in accordance with Village policy and the current collective bargaining agreement if they are involved in a vehicle collision/accident that caused property and/or vehicle damage or which resulted in an injury to an employee and/or any other person which required medical care.

E. Tobacco Products Prohibition:

Smoking and use of other tobacco products (including vaping and chewing tobacco) are not allowed in any Village vehicle at any time.

F. Persons other than Village Employees in Village Vehicles:

Transporting relatives, friends, hitchhikers, other Village employees for non-business related purposes in Village vehicles is prohibited. However, transporting other Village employees for meal breaks is allowed.

G. Operation of Village Vehicles:

Operation of a Village vehicle is not a privilege, right, prerequisite, nor benefit of any employee and is subject to change without advance notice. Most Village vehicles and equipment are distinctively marked, and the manner in which they are operated reflects directly on the Village's public image. Members are expected to be appropriately attired while operating a take home vehicle and exercise good judgement in the utilization of the department vehicle to not cause unfavorable comment or reflect discredit upon the department while operating their assigned vehicle. Village vehicles are to be operated in a safe, responsible manner at all times. Employee responsibilities include, but are not limited to:

1. Obeying all traffic laws and regulations as defined by the State of Florida as well as departmental rules for public safety at all times;
2. Ensuring that all drivers and passengers are wearing seat belts at all times in accordance with Florida State laws;
3. Operating the vehicle in a manner that ensures maximum life expectancy of the vehicle;
4. Ensuring that no smoking (including vaping) or use of tobacco occurs in Village vehicles.

5. A take home vehicle may not be used while purchasing alcohol or patronizing an establishment whose main business in the sale of alcohol for consumption. No alcoholic beverages may be carried in the vehicle unless they are seized as evidence or contraband. Undercover beverage enforcement/investigative exceptions may be made at the direction of the Police Chief.

While employees may be removed from the program for any reason without prior notice, irresponsible use of a Village vehicle may result in a revocation of driving privileges of Village vehicle and disciplinary action, up to and including termination. Irresponsible use may include, but is not limited to:

1. Speeding;
2. Reckless operation or discourteous use of a Village vehicle;
3. Operating a Village vehicle while under the influence or within 8 hours of ingesting alcoholic beverages and/or medications which may affect their ability to operate a vehicle;
4. Distracted driving such as operating the vehicle while using a wireless communication device in a handheld manner
5. Failure to properly maintain the vehicle;
6. Driving without a valid license;
7. Violation of any Village, State, or Federal vehicle or traffic regulation;
8. Failure to properly report vehicle damage or a vehicle accident/incident; or
9. Inappropriate use of a Village vehicle as otherwise defined in this policy.

Take home vehicles (as outlined herein this policy and in conjunction with the current collective bargaining agreement) shall be allowed for a maximum distance of within Palm Beach County, Broward County, Martin County, or St. Lucie County. The employee shall be charged the following amount by Payroll deduction, depending on how far the employee lives from their work location, for the ability to use a take-home vehicle:

Within Palm Beach County	$20 per pay period
Broward, Martin, and St. Lucie Counties	$30 per pay period

H. <u>Violation or Non-Compliance</u>:

A member's failure to adhere to any of the conditions provided herein shall render the member subject to removal from the Take Home Vehicle Program, as well as disciplinary action up to and including termination of employment.

Approved by: _____
Charles D. Huff, Village Manager

APPENDIX E - TAKE-HOME VEHICLE PAYROLL DEDUCTION FORM

Village of North Palm Beach
Take-Home Vehicle Payroll Deduction
Form - Police Use

Date: _____

Employee Name: _____

Employee Number:

Distance from Village

Address: _____

_____

City: _____

State: _____ Zip: _____

County: _____

Take-Home Vehicle Payroll Deductions

The employee shall be charged the following amount by payroll deduction, depending on how far the employee lives from their work location, for the ability to use a take-home vehicle:

	Eligible County of Residence:	Amount per Pay Period
☐	Palm Beach County	$20 per Pay Period
☐	Broward County Martin	$30 per Pay Period
☐	County	$30 per Pay Period
☐	St. Lucie County	$30 per Pay Period

Employee Authorization

I acknowledge that my bi-weekly pay will be reduced by the amount of my deduction as checked and indicated above.

Employee Signature: _____

Date: _____

Revised 8/1/2024

APPENDIX F - TAKE-HOME VEHICLE EMPLOYEE ACKNOWLEDGEMENT

Village of North Palm Beach
Village Take Home Vehicle Policy - Police Use
Employee Acknowledgement

I, _____, have received a copy of the Village of North Palm Beach's Take Home Vehicle Policy. Further, I understand that my employer, the Village of North Palm Beach, has a policy for the assignment, inspection, operation, and utilization of Village owned, leased, or rented vehicles by Village personnel, and the procedures set forth therein must be followed. I understand and agree that it is a condition of my employment to abide by the Policy at all times and that violations may subject me to disciplinary action up to, and including, termination of employment.

Additionally, I understand the following restrictions and obligations:

1.) I hereby accept assignment of a vehicle owned, rented or leased by the Village of North Palm Beach to be used as my take-home Police vehicle.

2.) I will use the vehicle solely for the assigned purpose as outlined in the Village of North Palm Beach Take Home Vehicle Policy.

3.) I will immediately notify the on duty shift supervisor and/or the Deputy Chief of any incident or accident involving the assigned take home vehicle.

4.) I will provide for the reasonable security of the vehicle; drive the vehicle in a safe and orderly manner; ensure the vehicle is clean and properly maintained.

5.) I certify that I live within the boundaries as outlined in Village of North Palm Beach Take Home Vehicle Policy and will notify the Deputy Chief and the Human Resources Department immediately of any change of address.

6.) I understand that and the Take Home Vehicle Program as well as my assignment to a Village vehicle can be withdrawn at any time and does constitute a property right.

7.) I understand, acknowledge and accept that the assignment of a vehicle is based on the availability of vehicles, officer's seniority, and duty assignment.

8.) I understand, acknowledge, and accept that, pursuant to Florida statute section 768.28 (9)(a), I can be held personally or individually responsible and civilly liable in tort, and can be sued, for any motor vehicle accident(s) which occur in the police take-home vehicle while I am off-duty or otherwise acting outside the course and scope of my governmental employment at the time of any motor vehicle accident, and furthermore understand, acknowledge and accept that the Village of North Palm Beach cannot be held civilly liable in tort under that statute for any off-duty motor vehicle accidents in that police take-home vehicle occurring while I am driving it outside the course and scope of my employment with the Village. I have been advised to consider obtaining additional personal insurance at my own expense to offset

potential personal liability in this regard and understand that failure to do so may result in personal liability to me that is not otherwise covered by any insurance policy.

I have read and understand the above restrictions and obligations and agree to the terms set forth.

Employee Signature:_____ Date: _____

APPROVAL:

Police Chief: _____ Date: _____

Village Manager: _____ Date: _____

APPENDIX G – COMPOSITE EVALUATION FORMS

INDIVIDUAL Performance Review Form

NAME: _____ DEPT: _____

REVIEW PERIOD: _____ to _____ REVIEW DATE: _____

TITLE: _____ REVIEWER NAME: _____

TYPE OF EVAULATION: ☐ Annual ☐ Probationary ☐ Preliminary/Special RATING: _____

PERFORMANCE RATING DEFINTIONS

EXCEPTIONAL (5) Outstanding performance that results in extraordinary and exceptional accomplishments with significant contributions to objectives of the department, division or Village. Performance serves a benchmark for others in the organization.

ABOVE AVERAGE (4) Consistently generates results above those expected of the position. Contributes in an above average manner to innovations both technical and functional.

SATISFACTORY (3) Good performance while fulfilling all position requirements and may on occasion generate results above those expected of the position.

DEVELOPMENT REQUIRED / NEEDS IMPROVEMENT (2) Performance leaves room for improvement. This performance level may be the result of new or inexperienced employee on the job or an employee not responding favorably to instruction.

UNACCEPTABLE (1) Lowest performance level which is clearly less than acceptable and is obviously well below minimum position requirements. Situation requires immediate review and action. Possible separation or reassignment is in order without significant and immediate performance improvement.

MANAGERIAL COMMENTS

Noteworthy and strong areas of performance:

Areas requiring improvement in performance:

If applicable, what has the employee done to improve performance from the previous review or onset of employment if no previous reviews have been conducted?

Developmental Plans:

_____ _____ _____ _____

Employee Signature* **Date** **Reviewer Signature** **Date**

_____ _____

Department Head Signature **Date**

*Note: Employee's signature does not signify agreement with the supervisor's rating, but indicates that the evaluation has been discussed with the employee.

1. JOB KNOWLEDGE (3) Exhibits knowledge of services, policies and procedures; proficient with techniques, skills, equipment and materials. Serves as a resource for others.	5 Expert in job; has thorough grasp of all phases of job. 4 Very well informed, seldom requires assistance and instruction. 3 Satisfactory job knowledge; understands and performs most phases of job well, occasionally requires assistance or instruction. 2 Limited knowledge of job, further training required; frequently requires assistance or instruction. 1 Lacks knowledge to perform job properly.
COMMENTS:	RATING:

2. QUANTITY & QUALITY OF WORK (3) Volume of work produced by the employee. The extent to which the employee can be depended upon to perform work free of errors, mistakes and completed on time.	5 High volume producer; always does more than is expected or required; highest quality; beats deadlines. 4 Produces more than most; very reliable, above average, usually persists in spite of difficulties. Meets deadlines. 3 Handles a satisfactory volume of work, occasionally does more than is required. Usually gets the job done on time and produces error-free work. 2 Barely acceptable, low output, below average. Sometimes unreliable, frequent errors; satisfied to do the bare minimum. 1 Extremely low output, not acceptable, excessive errors and mistakes; very poor quality; gives up easily.
COMMENTS:	RATING:

3. CREATIVITY (1) Uses innovative, out-of-the-box thinking, taking intelligent risks, looking for benchmarks and best in class ideas to achieve quality results.	5 Displays inventive drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things. 4 Progressive, makes some suggestions for improvement. 3 Very good performance; shows creativity in completing tasks. 2 Does not proceed on own, must be directed; lacks inspiration. 1 No innovation, less than satisfactory performance.
COMMENTS:	RATING:

4. JUDGMENT (2) Makes decisions which are sound. Ability to base decisions on fact rather than emotion. Makes safety a priority.	5 Uses exceptionally good judgment when analyzing facts and solving problems. Always acts safely. 4 Above average judgment and decision-making. Acts with safety in mind. 3 Handles most situations very well and makes sound, safe decisions under normal circumstances. 2 Uses questionable judgment at times, room for improvement. Lacks focus on safety. 1 Uses poor judgment and safety when dealing with people and situations.
COMMENTS:	RATING:

5. TEAMWORK (3) Works harmoniously with others in getting a job done. Readiness to respond positively to instructions and procedures.	5 Goes out of the way to cooperate and work well with overall group or department. 4 Very cooperative; stimulates teamwork and good attitude with others. 3 Cooperative; gets along well with others. 2 Indifferent; makes little effort to cooperate or is disruptive to the overall group or department. 1 Negative attitude and difficult to collaborate with.
COMMENTS:	RATING:

6. INITIATIVE (3) Takes responsibility for task or plan from start to completion. Anticipates situations rather than reacting to them. Initiates new actions or plans within scope of job.	5 Displays drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things. 4 Self-starter; proceeds on own with little or no direction, progressive, makes some suggestions for improvement. 3 Very good performance; shows initiative in completing tasks. 2 Does not proceed on own, must be directed; lacks initiative. 1 No initiative, less than satisfactory performance.
COMMENTS:	RATING:

7. COMMUNICATION (2)	5 Always expresses message clearly in verbal and written means to intended audience. Expert active listener. Understands complex messages and instructions. 4 Above average listening, comprehension and communication skills. 3 Able to express personal viewpoint. Consistently attempts to engage in active listening. Readily comprehends written and verbal instructions when first presented. 2 Has difficulty with facts, ideas and/or questions. Misinterprets or is slow to comprehend instructions. 1 Does not communicate or does so poorly
Clearly conveys information with appropriate purpose and detail. Matches communication style with audience. Listens effectively and responds to input.	

COMMENTS:	RATING:

8. CUSTOMER FOCUS (3)	5 Always provides excellent service to all customers, frequently going beyond what is required. Responds to customer requests with high degree of sensitivity and a sense of urgency 4 Provides sound and above average customer service. Responds to customer requests exceeding expectations. 3 Usually identifies customer need. Usually is responsive, positive and flexible in meeting customer expectations. 2 Lacking in concern for customer. Misses cues and customer expectations. 1 Unacceptable customer focus. Receives customer complaints.
Always puts the customer first. Works to provide the highest quality service with respect, responsiveness, and timeliness.	

COMMENTS:	RATING:

EMPLOYEE COMMENTS:

SUPERVISOR / MANAGER Performance Review Form

NAME: _____ DEPT: _____

REVIEW PERIOD: _____ to _____ REVIEW DATE: _____

TITLE: _____ REVIEWER NAME: _____

TYPE OF EVAULATION: ☐ Annual ☐ Probationary ☐ Preliminary/Special RATING: _____

PERFORMANCE RATING DEFINTIONS

EXCEPTIONAL (5) Outstanding performance that results in extraordinary and exceptional accomplishments with significant contributions to objectives of the department, division or Village. Performance serves a benchmark for others in the organization.

ABOVE AVERAGE (4) Consistently generates results above those expected of the position. Contributes in an above average manner to innovations both technical and functional.

SATISFACTORY (3) Good performance while fulfilling all position requirements and may on occasion generate results above those expected of the position.

DEVELOPMENT REQUIRED / NEEDS IMPROVEMENT (2) Performance leaves room for improvement. This performance level may be the result of new or inexperienced employee on the job or an employee not responding favorably to instruction.

UNACCEPTABLE (1) Lowest performance level which is clearly less than acceptable and is obviously well below minimum position requirements. Situation requires immediate review and action. Possible separation or reassignment is in order without significant and immediate performance improvement.

DIRECTOR COMMENTS

Noteworthy and strong areas of performance:

Areas requiring improvement in performance:

What has the employee done to improve performance from the previous review?

Developmental Plans:

_____ _____ _____ _____

Employee Signature **Date** **Department Head Signature** **Date**

1. JOB KNOWLEDGE (2) Exhibits knowledge of services, policies and procedures; proficient with techniques, skills, equipment and materials. Serves as a resource for others.	5 Expert in job; has thorough grasp of all phases of job. 4 Very well informed, seldom requires assistance and instruction. 3 Satisfactory job knowledge; understands and performs most phases of job well, occasionally requires assistance or instruction. 2 Limited knowledge of job; further training required; frequently requires assistance or instruction. 1 Lacks knowledge to perform job properly.
COMMENTS:	RATING:

2. QUANTITY & QUALITY OF WORK (1) Volume of work product produced by the employee. The extent to which the employee can be depended upon to perform work free of errors, mistakes and completed on time.	5 High volume producer; always does more than is expected or required; highest quality; beats deadlines. 4 Produces more than most; very reliable, above average, usually persists in spite of difficulties. Meets deadlines. 3 Handles a satisfactory volume of work, occasionally does more than is required. Usually gets the job done on time and produces error-free work. 2 Barely acceptable, low output, below average. Sometimes unreliable, frequent errors; satisfied to do the bare minimum. 1 Extremely low output, not acceptable, excessive errors and mistakes; very poor quality; gives up easily.
COMMENTS:	RATING:

3. CREATIVITY (1) Uses innovative, out-of-the-box thinking, taking intelligent risks, looking for benchmarks and best in class ideas to achieve quality results.	5 Displays inventive drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things. 4 Progressive, makes some suggestions for improvement. 3 Very good performance; shows creativity in completing tasks. 2 Does not proceed on own, must be directed; lacks inspiration. 1 No innovation, less than satisfactory performance.
COMMENTS:	RATING:

4. TEAMWORK (2) Works harmoniously with others in getting a job done. Readiness to respond positively to instructions and procedures.	5 Goes out of the way to cooperate and work well with overall group or department. 4 Very cooperative; stimulates teamwork and good attitude with others. 3 Cooperative; gets along well with others. 2 Indifferent; makes little effort to cooperate or is disruptive to the overall group or department. 1 Negative attitude and difficult to collaborate with.
COMMENTS:	RATING:

5. INITIATIVE (1) Takes responsibility for task or plan from start to completion. Anticipates situations rather than reacting to them. Initiates new actions or plans within scope of job.	5 Displays drive and perseverance; anticipates needed actions, frequently suggests better ways of doing things. 4 Self-starter; proceeds on own with little or no direction, progressive, makes some suggestions for improvement. 3 Very good performance; shows initiative in completing tasks. 2 Does not proceed on own, must be directed; lacks initiative. 1 No initiative, less than satisfactory performance.
COMMENTS:	RATING:

6. COMMUNICATION (2) Clearly conveys information with appropriate purpose and detail. Matches communication style with audience. Listens effectively and responds to input.	5 Always expresses message clearly in verbal and written means to intended audience. Expert active listener. Understands complex messages and instructions. 4 Above average listening, comprehension and communication skills. 3 Able to express personal viewpoint. Consistently attempts to engage in active listening. Readily comprehends written and verbal instructions when first presented. 2 Has difficulty with facts, ideas and/or questions. Misinterprets or is slow to comprehend instructions. 1 Does not communicate or does so poorly
COMMENTS:	RATING:

7. CUSTOMER FOCUS (2) Always puts the customer first. Works to provide the highest quality service with respect, responsiveness, and timeliness.	5 Always provides excellent service to all customers, frequently going beyond what is required. Responds to customer requests with high degree of sensitivity and a sense of urgency 4 Provides sound and above average customer service. Responds to customer requests exceeding expectations. 3 Usually identifies customer need. Usually is responsive, positive and flexible in meeting customer expectations. 2 Lacking in concern for customer. Misses cues and customer expectations. 1 Unacceptable customer focus. Receives customer complaints.
COMMENTS:	RATING:

8. PLANNING & ORGANIZING (3) The ability to analyze work, set goals, develop plans of action, optimally utilizes time. Consider amount of supervision required and extent to which employee can be trusted to carry out assignments effectively.	5 Exceptionally good planning and organizing skills. 4 Above average planning and organizing. Usually carries out assignments effectively. 3 Average planning and organizing. Occasionally requires assistance. 2 Room for improvement. Frequently requires assistance. 1 Unacceptable planning and organizing skills.
COMMENTS:	RATING:

9. SUPERVISING & DELEGATING (3) The ability to create a motivating climate, achieve teamwork, train and develop, measure work in progress, take corrective action. Inspires employees to assume accountability.	5 Exceptional leader; others look up to this employee. 4 Above average. Usually motivational. Exhibits accountability. 3 Average directing and delegating in work group. Occasionally requires guidance. Generally holds self and team accountable. 2 Needs to improve management, motivational skills and accountability. 1 Sometimes needs to be reminded of leadership role. Avoids accountability. Directing and delegating skills are unacceptable.
COMMENTS:	RATING:

10. DECISION MAKING (3) Obtains and thoroughly analyzes facts; takes immediate corrective action; uses resources and techniques to develop sound solutions based on facts rather than emotion while foreseeing possible consequences. Makes safety a priority.	5 Uses exceptionally good judgment when analyzing facts and solving problems which are made in a timely manner. Actively promotes and models safe behavior. 4 Above average decision making abilities. Usually makes sound and timely decisions. Acts with safety in mind. 3 Average. Sometimes requires assistance in making decisions. 2 Uses questionable judgment at times, room for improvement. Lacks focus on safety. 1 Uses poor judgment; lacking in timeliness and safety when dealing with people and situations.
COMMENTS:	RATING:

EMPLOYEE COMMENTS:

APPENDIX H – PENSION PLAN ORDINANCE

ORDINANCE NO. 2019-11

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING DIVISION 4, "PENSION AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES," OF ARTICLE V, "PENSIONS AND RETIREMENTS SYSTEMS," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES TO IMPLEMENT CHANGES TO RETIREMENT BENEFITS RESULTING FROM COLLECTIVE BARGAINING WITH THE UNIONS REPRESENTING THE VILLAGE'S FIREFIGHTER EMPLOYEES (IAFF) AND POLICE OFFICER EMPLOYEES (PBA); PROVIDING FOR AMENDMENTS AFFECTING THE CALCULATION OF POLICE OFFICER AND FIREFIGHTER RETIREMENT BENEFITS; PROVIDING FOR AN INCREASE TO THE MULTIPLIER USED TO CALCULATE BENEFITS; ESTABLISHING A 75% CAP ON RETIREMENT BENEFITS; INCREASING EMPLOYEE CONTRIBUTION RATES; CREATING A DEFERRED RETIREMENT BENEFIT PLAN (DROP); APPLYING THE USE OF INSURANCE PREMIUM TAX REVENUE TO THE VILLAGE'S ANNUAL RETIREMENT CONTRIBUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, collective bargaining with the Unions that represent the Village's firefighter and police officer employees has been concluded with the ratification of new Collective Bargaining Agreements by the Village Council and the bargaining units; and

WHEREAS, the new Collective Bargaining Agreements provide for amendments to the retirement benefits for police officers and firefighters; and

WHEREAS, a majority of bargaining unit employees ratified their respective Agreements, including the provisions for increasing employee contributions; and

WHEREAS, the Village Council finds that the retirement benefit amendments hereinafter described are fully consistent with the new Collective Bargaining Agreements; and

WHEREAS, Village Administration has complied with all conditions precedent to the adoption of a pension plan amendment as required by Florida Statutes; and

WHEREAS, the Village Council determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare of the Village and its residents.

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

Section 1. The foregoing "whereas" clauses are hereby ratified as true and are incorporated herein.

Section 2. The Village Council hereby amends Chapter 2, "Administration," Article V, "Pensions and Retirement Systems," Division 4, "Pension and Certain Other Benefits for Fire and Police Employees," of the Village Code of Ordinance as follows (new language is underlined and deleted language is ~~stricken through~~):

Sec. 2-159. Creation of trust and definitions.

(a) *Creation of trust*. A pension and retirement system for full-time firefighters and police officers of the village is hereby established to provide retirement, survivor and disability benefits as provided by this division. The system shall be known as the Village of North Palm Beach Fire and Police Retirement Fund and is intended to be a tax qualified plan under Internal Revenue Code Section 401(a) and meet the requirements of a governmental plan as defined in Internal Revenue Code Section 414(d).

(b) *Definitions*. As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Accrued benefit means the portion of a member's normal retirement benefit which is considered to have accrued as of any date. A member's accrued benefit for years of credited service earned before October 1, 2018 ~~as of any date~~ shall be equal to the sum of ~~two and one-half (2½)~~ 2.50 percent of ~~his~~ the member's average monthly earnings multiplied by ~~his~~ the member's credited service for the first twenty-four (24) years; zero (0) percent of ~~his~~ the member's average monthly earnings multiplied by the member's credited service for each year after twenty-four (24) years up to thirty (30) years; and two (2) percent of ~~his~~ the member's average monthly earnings multiplied by the member's credited service for each year in excess of thirty (30) years. A member's accrued benefit for years of credited service earned on and after October 1, 2018 (provided the member was employed by the Village on or after July 11, 2019) shall be equal to 2.75 percent per year of service. The total accrued benefit shall not be greater than 75.00 percent of average monthly earnings at the time of retirement (including entry into the DROP), but in all cases the accrued benefit earned on and after October 1, 2018 shall be at least 2.75 percent per year of service on and after October 1, 2018. For purposes of this calculation, average monthly earnings and credited service as of the date of determination shall be used. The accrued benefit is considered to be payable in the plan's normal form commencing on the member's normal retirement date, with such date determined as through the member remains in full-time employment with the employer.

Accumulated contributions means a member's own contributions plus interest credited thereto, if any, by the board.

Actuarial equivalence or actuarially equivalent means that any benefit payable under the terms of this plan in a form other than the normal form of benefit shall have the same actuarial present value on the date payment

commences as the normal form of benefit. For purposes of establishing the actuarial present value of any form of payment, all future payments shall be discounted for interest and mortality by using seven (7) percent interest and the 1983 Group Annuity Mortality Table for Males, with ages set ahead five (5) years in the case of disability retirees.

Average monthly earnings means one-sixtieth of earnings of a member during the five (5) years of his employment within the last ten (10) years of employment, which is greater than the total during any other five (5) years during the ten-year period; provided that if a member shall have been employed for fewer than five (5) years, such average shall be taken over the period of his actual employment.

Beneficiary means the person or persons entitled to receive benefits hereunder at the death of a member who has or have been designated in writing by the member and filed with the board. If no such designation is in effect at the time of death of the member, or if no person so designated is living at that time, the beneficiary shall be the estate of the member.

Board means the board of trustees which shall administer and manage the plan herein provided and serve as trustee of the fund.

Credited service means the total number of years and fractional parts of years of service expressed as years and completed months, during which a person serves as an employee as defined below, omitting intervening years and fractional parts of years, when such person may not be employed by the employer; provided, however, such person may have, without interrupting his other years of credited service, up to one (1) year's leave of absence.

Notwithstanding the foregoing, no employee will receive credit for years or fractional parts of years of service for which he has withdrawn his contributions to the pension fund for those years or fractional parts of years of service unless he repays into the pension fund the contributions he has withdrawn, with interest, within ninety (90) days after his reemployment, as provided in section 2-160 below.

Further, an employee may voluntarily leave his contributions in the pension fund for a period of five (5) years after leaving the employ of the employer, pending the possibility of his being rehired, without losing credit for the time he has participated actively as an employee. Should he not be re-employed within five (5) years, his contributions shall be returned to him without interest.

It is provided further that credited service shall include any service, voluntary or involuntary, in the armed forces of the United States, provided the employee is legally entitled to re-employment under the provisions of the federal

USERRA provisions or any similar law; and provided further that the employee shall apply for reemployment within the time and under the conditions prescribed by law. Effective January 1, 2007, members who die or become disabled while serving on active duty military service which intervenes the member's employment shall be entitled to the rights of this section even though such member was not re-employed by the village. Members who die or become disabled while on active duty military service shall be treated as though re-employed the day before the member became disabled or died, was credited with the service they would have been entitled to under this section, and then either died a non-duty death while employed or became disabled from a non-duty disability.

Early retirement date means for each member the first day of the month coincident with or next following the date on which he attains his fiftieth (50th) birthday.

Earnings means a member's gross salary, including overtime as provided below, public safety pay increment and special pay, but excluding bonuses, such as longevity, safety and attendance awards and any other non-regular payments such as unused sick leave or vacation time pay. Beginning with earnings after December 31, 2008 and pursuant to Internal Revenue Code Section 414(u)(7), the definition of earnings includes amounts paid by the village as differential wages to members who are absent from employment while serving in qualified military service. For Police Officer members only, effective the first full payroll following October 1, 2013, Police Officers will be limited to three hundred (300) hours of overtime per officer per fiscal year. For Firefighter members only, effective the first full payroll following December 11, 2014, Firefighters will be limited to two hundred (200) hours of overtime per firefighter per fiscal year.

Effective date means March 1, 1967, the date on which this plan initially became effective. The effective date of this restated plan is the date as of which the village council adopts the plan.

Employee means each actively employed full-time firefighter and police officer of the village.

Employer means the Village of North Palm Beach, Florida.

Firefighter means any person employed in the fire department who is certified as a firefighter as a condition of employment in accordance with the provisions of F.S. § 633.35, and whose duty it is to extinguish fires, to protect life, and to protect property. The term firefighter includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

Fund means the trust fund established herein as part of the plan.

Member means an employee who fulfills the prescribed participation requirements.

Normal retirement date means for each member the first day of the month coincident with or next following the date on which the member attains age fifty-five (55) or the date on which the member attains age fifty-two (52) and has twenty-five (25) years of credited service. A member may retire on this normal retirement date or on the first day of any month thereafter.

Plan or system means the Village of North Palm Beach Fire and Police Retirement Fund as contained herein and all amendments thereto.

Plan year means each year commencing on October 1, and ending on September 30.

Police officer means any person employed in the police department who is certified as a law enforcement officer as a condition of employment in accordance with the provisions of F.S. § 943.14, and who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic or highway laws of the state. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers, but does not include part-time law enforcement officers or auxiliary law enforcement officers as the same are defined in F.S. §§ 943.10(6) and 943.10(8), respectively. Any public safety officer who is responsible for performing both police and fire services and who is certified as a police officer or firefighter shall be considered a police officer.

Spouse shall mean the lawful wife or husband of a member at time of preretirement death or retirement.

* * *

Sec. 2-161. Benefit amounts.

(a) *Normal retirement benefit.*

(1) *Amount.* Each member who retires on or after ~~his~~ the member's normal retirement date shall be eligible to receive a normal retirement benefit commencing on ~~his~~ the member's actual retirement date. A retiree's maximum

monthly pension benefit shall not exceed 75.00 percent of the retiree's average monthly earnings as that term is defined in Section 2-159 above. In all cases, the benefit provided for years of service on and after October 1, 2018 shall be at least 2.75 percent of average monthly earnings per year of service (provided the member was employed by the village on and after July 11, 2019). The monthly normal retirement benefit shall be calculated as follows:

For Police Officer members:

~~an~~ An amount equal to the sum of ~~two and one half (2½)~~ 2.50 percent of ~~his~~ the member's average monthly earnings multiplied by the member's credited service prior to October 1, 2018; and 2.75 percent for credited service on or after October 1, 2018 (provided the member remained employed by the Village as a police officer on or after July 11, 2019) ~~for the first twenty-four (24) years; zero (0) percent of his average monthly earnings multiplied by the member's credited service for each year after twenty-four (24) years up to thirty (30) years; and two (2) percent of his average monthly earnings multiplied by the member's credited service for each year in excess of thirty (30) years~~.

For Firefighter members:

An amount equal to the sum of 2.50 percent of the member's average monthly earnings multiplied by the member's credited service prior to October 1, 2018; and 2.75 percent for credited service on or after October 1, 2018 (provided the member remained employed by the Village as a firefighter on or after July 11, 2019).

* * *

Sec. 2-163. Contributions.

(a) *Member contributions.*

(1) *Amount.* Members of the plan shall make regular contributions to the fund at rate equal to ~~two (2)~~ 2.00 percent of their respective earnings.

For Police Officer members only:

(i) Effective at the beginning of the first full payroll period after October 1, 2013, the Police Office

member contribution shall increase to two and sixty-seven one hundredths (2.67) percent;

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

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

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

(v) Effective the first payroll period after October 1, 2020, the Police Officer member shall contribute 7.00 percent of earnings.

(vi) During participation in the DROP, Police Officer members shall contribute 4.00 percent of earnings, with 3.00 percent credited to the member's DROP account and 1.00 percent applied to the Pension Plan Unfunded Actuarial Accrued Liability ("UAAL").

For Firefighter members only:

(i) Effective the beginning of the first full payroll period after April 1, 2015, the Firefighter member contribution shall increase to three and one-half (3.50) percent; and

(ii) Effective the first full payroll period after April 1, 2016, the Firefighter member contribution shall increase to five (5.00) percent.

(iii) Effective with the second payroll period following adoption of Ordinance No. 2019-11, the Firefighter member contribution shall increase from 5.00 percent of earnings to 7.00 of earnings.

(iv) During DROP, the Firefighter member shall contribute 4.00 percent of earnings, with 3.00 percent credited to the member's DROP account and 1.00 percent applied to the Pension Plan

Sec. 2-170.1 Deferred Option Benefit Plan (DROP)

(a) Effective upon the adoption this Ordinance, a Deferred Retirement Option Plan ("DROP") benefit is created and added to the Plan and shall be available to employees upon reaching their normal retirement date.

(b) Upon entry into the DROP, an employee is considered retired for pension plan purposes.

(c) An employee may elect to participate in the DROP provided the employee makes the election no later than thirty (30) days after reaching the employee's normal retirement date. Notwithstanding the foregoing, upon first enactment of this Ordinance, members must make their initial election to participate in the DROP by the later of:

(1) Thirty (30) days after reaching their normal retirement date; or

(2) Ninety (90) days after creation of the DROP.

(d) An election to participate in the DROP must be made in writing and shall become irrevocable thirty (30) days following the date it is received by the Pension Administrator and the Village's Director of Human Resources.

(e) An employee who elects to participate in the DROP may participate in the plan for a maximum of sixty (60) months. The application to enter into the DROP shall include an irrevocable letter of resignation effective upon the last day of DROP participation. Employees who participate in the DROP may elect to terminate their participation prior to sixty (60) months of participation, but may not continue participation beyond sixty (60) months from the date of entry into the DROP.

(f) An eligible employee who elects to participate in the DROP shall have the employee's benefit calculated based on credited service, multiplier, and average monthly earnings determined as of the effective date of the employee's election to participate in the DROP. No further credited service, benefit changes, or changes in earnings shall be considered for pension purposes.

(g) After entering the DROP, a participant shall not be eligible for disability or pre-retirement death benefits under the Plan. This provision is not intended to limit entitlement to any statutory line of duty death benefit under state or federal law.

(h) A DROP account shall be established for each employee who elects to participate. These are not actual accounts; rather they are nominal accounts and balances kept as a bookkeeping process.

(i) During the period of the employee's participation in the DROP, the employee's normal retirement benefit shall be accounted for in the employee's DROP account.

(j) The employee's DROP account shall be invested with the retirement plan assets and credited with the overall net (earnings less costs) investment rate of return on the retirement plan assets during the period of the employee's participation in the DROP and the crediting rate will be no less than 0.00 percent and no more than 6.40 percent.

(k) At the conclusion of the employee's participation in the DROP, and as a condition of participating in such plan, the employee will terminate Village employment. The retiree will thereafter receive a normal monthly retirement benefit as previously calculated upon entry into the DROP, but the monthly amount will be paid to the retiree and no longer accounted for in the DROP account. If the employee does not terminate participation in the DROP at the end of the sixty (60) month maximum participation period, no earnings shall be credited on the DROP balance and no further DROP deposits shall be made.

(l) No amount can be paid from the retirement plan until the DROP employee terminates employment.

(m) Upon termination, the retiree's DROP account will be distributed to the retiree in a lump sum, which can be rolled over or paid in cash at the retiree's discretion. Direct rollover may be accomplished by any reasonable means determined by the Board.

(n) If a retiree dies before distribution of the retiree's DROP account commences, the account balance shall be distributed to the retiree's designated beneficiary in a lump sum, which can be rolled over or paid in cash at the beneficiary's discretion.

(o) Distribution of an employee's DROP account shall begin as soon as administratively practicable following the employee's termination of employment. The employee must elect the distribution within forty-five (45) days following the employee's termination date. If the employee does not timely request the withdrawal of the asset in the DROP, no further earnings shall be credited on the DROP balance.

(p) Any form of payment selected by the employee must comply with the minimum distribution requirements of the IRC 401(A)(9), i.e., payments must commence by age 70.50.

Sec. 2-170.2. Use of Insurance Premium Tax Revenue.

The 2015 Florida Legislature enacted Chapter 2015-39, Laws of Florida (hereinafter "Legislation") regarding the use of insurance premium tax revenue ("IPTR"). The Fund meets or exceeds the minimum benefits and minimum standards established by the State of Florida for public employee police officer and firefighter pension plans as set forth in chapters 175 and 185, Florida Statutes. The Legislation provides that use of IPTR, including any accumulations of additional premium tax revenues which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of the Legislation by mutual consent of the collective bargaining agents of the police officer and firefighter employees. This provision of the Plan reflects the mutual agreement of the Village and the respective collective bargaining agents that all IPTR, whether base premium at revenue or additional premium tax revenue, received by the Village will be used by the Village to meet its annual actuarially required contribution ("ARC") to the Fund.

Sec. 2-170.3. Defined contribution component.

Pursuant to the requirements of Sections 175.351(6) and 185.35(6), Florida Statutes, a defined contribution component is established in addition to the defined benefit component of this local law plan. This defined contribution component is not currently funded. Once the plan is funded, the Board has the authority to adopt rules regarding the operation of the defined contribution component of the local law plan.

Section 3. All other provisions of Division 4 of Article V of Chapter 2 of the Village Code of Ordinances not expressly amended as set forth above shall remain unchanged by the adoption of the Ordinance. The Code sections set forth in Division 5, "Length of Service Award Plan for Volunteer Firefighters," and Division 6, "ICMA Defined Contribution Pension Plan," shall be renumbered from Section 2-170.01 through 2-170.15 to Section 170.5 through 170.20.

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

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

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

PLACED ON FIRST READING THIS 10TH DAY OF OCTOBER, 2019.

PLACED ON SECOND, FINAL READING AND PASSED THIS 24TH DAY OF OCTOBER, 2019.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH
TAKE HOME VEHICLE POLICY (POLICE DEPARTMENT)

PURPOSE

To establish and outline the Village of North Palm Beach's policy for the assignment, inspection, operation, and utilization of Village owned, leased, or rented vehicles by Police Department Personnel.

DEFINITIONS

Village Vehicle – Any vehicle that is owned, leased, or rented by the Village of North Palm beach for the purpose of conducting official Village business.

Take Home Vehicle – Any Village vehicle that is allocated to a Village employee on a 24-hour basis, whether temporary or long-term.

Vehicle Operator – Any eligible Police Department employee in actual physical control of a Village vehicle.

CRITERIA FOR ASSIGNMENT

All sworn Police Department members who have successfully completed field training and are in a non-probationary status who reside within Palm Beach County, Broward County, Martin County, and St. Lucie County will be afforded the option of a take home vehicle based on the terms of the current collective bargaining agreement. In order to participate, the eligible employee must sign the Take Home Vehicle Employee Acknowledgement, complete the Take Home Vehicle Payroll Deduction Form, and maintain a valid Florida driver's license in good standing. Available vehicles will be assigned to SRT members first, and then to all sworn unit members on the basis of seniority. Participation in the Take Home Vehicle Program is not mandatory.

Members normally assigned a take home vehicle and who are off work due to disciplinary leave, disability, FMLA, or worker's compensation or are on light duty or modified duty shall not be authorized to operate that vehicle and must turn in their vehicle until they are cleared for full duty. Exceptions may be made for personnel assigned to unmarked vehicles regarding light duty.

Any member who will be absent from work for more than seven consecutive days (excluding regular days off) due to vacation, military leave, or other reasons (including leave and light/modified duty referenced above) shall park his/her assigned vehicle at the Police Department and shall give the keys to his/her supervisor, unless otherwise authorized in writing by the Chief of Police. Upon separation from employment, the take home vehicle shall be immediately surrendered to the Village. In the case of an unforeseeable involuntary separation, the Village shall make arrangements to transport the employee to their home.

Use of a Village vehicle is not a privilege, right, or prerequisite of any employee and is a discretionary benefit that is subject to change without notice. While the Village may provide advanced notice in its sole discretion, it is not guaranteed. The allowance of a take home vehicle may be revoked by the Village Manager and/or Police Chief when, in their sole discretion, it is determined that the take home vehicle use is not fiscally or operationally justified. The Chief of

Police may immediately suspend or terminate any vehicle assignment pending a final decision from the Village Manager.

POLICY

A. Personal Use of Village Vehicles:

Village vehicles are to be used as necessary to conduct business of the Village and its operations as authorized by the Police Chief. Employees shall not operate Village vehicles for the purposes of conducting a private business or enterprise or any other personal use. However, it is recognized that a de minimis amount of personal use of a Village vehicle may be required for those employees who are assigned a take-home vehicle. De minimis personal use shall be limited to stopping at a convenience store, bank, or fast food restaurant that is on the employee's reasonable commute route.

F.S. 627.7491 – Official Law Enforcement Vehicles; Motor Vehicle Insurance Requirements. This law became effective on July 1, 2022 and requires police departments to maintain auto insurance coverage to cover their vehicles when an officer travels to or from work in a take home vehicle. The Village has the necessary insurance in place to comply with this statute. The coverage must also cover the time an officer travels to and from any other work assignment in the take home vehicle. However, there are two exceptions:

1. Coverage is not required if the officer makes any "distinct deviation for a nonessential personal errand". The Village and the Union define "distinct deviation" as any personal use of the Take Home Vehicle other than de minimis use along the member's normal commute route. For example, stopping at a convenience store, bank, or fast food restaurant that is on the member's reasonable commute route is considered de minimis. Notwithstanding this mutual understanding of the term "distinct deviation," the Union and the Village recognize the insurance carrier determines whether coverage applies, not the Village and not the Union.

2. Coverage is not required if the officer "acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property".

Members are encouraged purchase an additional rider, commonly referred to as "Extended Non-Owned Coverage," from their personal insurance agent. This type of policy generally covers the member in the event they are involved in an accident while driving to and from work or are otherwise using the Village's vehicle for anything other than official Village business.

Village vehicles authorized to be driven to the employee's residence should be locked at all times and parked either in a garage, private driveway, or an otherwise safe and secure place. The vehicle should not be parked in a roadway or anywhere that it may suffer damage or violate codes or ordinances.

Other than extra duty details, members may not use their assigned vehicle as part of any outside employment. Take home vehicles shall not be used as a means of intimidation in personal or business disputes. Members are prohibited from using their assigned vehicles while engaged in political activities such as setting up signs, attending rallies, promotional events, or any other activity that may inappropriately suggest department or Village endorsement. Members are prohibited from using their assigned vehicles in any internet or social media posting without prior approval from the Chief of Police, or his/her designee.

Members are prohibited from transporting pets of any kind (dogs, cats, birds, reptiles, etc.) in a Village vehicle unless approved by their immediate supervisor in the performance of their official duties.

B. Possession of a Valid Florida Driver's License:

All Village vehicle operators are responsible for possessing and maintaining a valid State of Florida driver's license. Employees authorized to drive Village vehicles are required to immediately inform their supervisor and the Deputy Chief if their license becomes canceled, invalid, expired, restricted, suspended, or revoked. Failure of the employee to notify their supervisor immediately may result in disciplinary action, up to and including termination. The Deputy Chief will then inform the Director of Human Resources of the employees canceled, invalid, expired, restricted, suspended, or revoked license status as soon as possible, before the end of business that day.

C. Safety Equipment/Vehicle Inspection Requirements:

All operators and passengers of Village vehicles will use the vehicle seat and safety belts if the vehicle is so equipped. Vehicles shall be inspected by the operator prior to each use to ensure all parts, equipment, and accessories are in safe operating condition and free of any damage or defect. No vehicle shall be driven or put into operation until defects and safety violations have been corrected. If damage to the vehicle is discovered, the employee shall complete a Memorandum and notify their supervisor immediately. If operational defects are discovered, (e.g. warning light indicators, etc.), the employee shall notify their supervisor immediately for further instruction before driving the vehicle.

Employees are responsible for safeguarding Village-issued equipment associated with their assigned vehicles. Members shall immediately report any theft of equipment or damage to a take home vehicle in accordance with established procedures.

Employees are responsible for the care, cleanliness, and the condition of their assigned vehicle. While employees may be removed from the program for any reason without prior notice, the failure of a member to properly maintain their vehicle may also result in the removal of the member from the take home vehicle program.

D. Vehicle Collisions:

All employees, if involved in any vehicular collision or accident in a Village vehicle shall:

- Call the appropriate law enforcement agency (911)

- Call the employees immediate supervisor and/or Deputy Chief
- Call department supervisory personnel and the appropriate law enforcement agency to determine if the vehicle should be towed
- Complete the Village's Accident Report immediately and forward copies to their supervisor, Deputy Chief, Human Resources Department, and the Fleet Maintenance Division.

Employees will be required to submit to drug and/or alcohol testing in accordance with Village policy and the current collective bargaining agreement if they are involved in a vehicle collision/accident that caused property and/or vehicle damage or which resulted in an injury to an employee and/or any other person which required medical care.

E. Tobacco Products Prohibition:

Smoking and use of other tobacco products (including vaping and chewing tobacco) are not allowed in any Village vehicle at any time.

F. Persons other than Village Employees in Village Vehicles:

Transporting relatives, friends, hitchhikers, other Village employees for non-business related purposes in Village vehicles is prohibited. However, transporting other Village employees for meal breaks is allowed.

G. Operation of Village Vehicles:

Operation of a Village vehicle is not a privilege, right, prerequisite, nor benefit of any employee and is subject to change without advance notice. Most Village vehicles and equipment are distinctively marked, and the manner in which they are operated reflects directly on the Village's public image. Members are expected to be appropriately attired while operating a take home vehicle and exercise good judgement in the utilization of the department vehicle to not cause unfavorable comment or reflect discredit upon the department while operating their assigned vehicle. Village vehicles are to be operated in a safe, responsible manner at all times. Employee responsibilities include, but are not limited to:

1. Obeying all traffic laws and regulations as defined by the State of Florida as well as departmental rules for public safety at all times;
2. Ensuring that all drivers and passengers are wearing seat belts at all times in accordance with Florida State laws;
3. Operating the vehicle in a manner that ensures maximum life expectancy of the vehicle;
4. Ensuring that no smoking (including vaping) or use of tobacco occurs in Village vehicles.
5. A take home vehicle may not be used while purchasing alcohol or patronizing an establishment whose main business in the sale of alcohol for consumption. No alcoholic beverages may be carried in the vehicle unless they are seized as evidence or contraband. Undercover beverage enforcement/investigative exceptions may be made at the direction of the Police Chief.

While employees may be removed from the program for any reason without prior notice, irresponsible use of a Village vehicle may result in a revocation of driving privileges of Village vehicle and disciplinary action, up to and including termination. Irresponsible use may include, but is not limited to:

1. Speeding;
2. Reckless operation or discourteous use of a Village vehicle;
3. Operating a Village vehicle while under the influence or within 8 hours of ingesting alcoholic beverages and/or medications which may affect their ability to operate a vehicle;
4. Distracted driving such as operating the vehicle while using a wireless communication device in a handheld manner
5. Failure to properly maintain the vehicle;
6. Driving without a valid license;
7. Violation of any Village, State, or Federal vehicle or traffic regulation;
8. Failure to properly report vehicle damage or a vehicle accident/incident; or
9. Inappropriate use of a Village vehicle as otherwise defined in this policy.

Take home vehicles (as outlined herein this policy and in conjunction with the current collective bargaining agreement) shall be allowed for a maximum distance of within Palm Beach County, Broward County, Martin County, or St. Lucie County. The employee shall be charged the following amount by Payroll deduction, depending on how far the employee lives from their work location, for the ability to use a take-home vehicle:

Within Palm Beach County	$20 per pay period
Broward, Martin, and St. Lucie Counties	$30 per pay period

H. Violation or Non-Compliance:

A member's failure to adhere to any of the conditions provided herein shall render the member subject to removal from the Take Home Vehicle Program, as well as disciplinary action up to and including termination of employment.

Approved by: _____
Charles D. Huff, Village Manager

PALM BEACH COUNTY
POLICE BENEVOLENT ASSOCIATION, INC.

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Mike Kennedy
PBSO
Secretary

Ken Youngblood
MCSO
Sgt.-at-Arms

September 10, 2024

Chuck Huff, Village Manager
501 US Highway 1
North Palm Beach, FL 33408

Via email (chuff@village-npb.org)

RE: PBA Ratification Vote Results – Notice of Successful Ratification

Dear Mr. Huff,

As you know, the Palm Beach County Police Benevolent Association, Inc. ("PBA") is the collective bargaining agent for the Village of North Palm Beach's bargaining unit of sworn employees. Please allow this letter to serve as notice that the PBA held a ratification vote over the course of two (2) dates, September 8 and 9, 2024, and the bargaining unit overwhelmingly voted in support of the proposed Collective Bargaining Agreement between the PBA and the Village, for the duration of October 1, 2024, to September 30, 2027.

Please let us know if you need anything else to complete the ratification process.

Sincerely,

/s/ Katie L. Mendoza
Attorney, Palm Beach County Police Benevolent Association, Inc.

cc: John Kazanjian, President, Palm Beach County Police Benevolent Association, Inc.
Chief Rick Jenkins, Chief of Police
Jennifer Cain, Director of Human Resources

VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER'S OFFICE

TO: Honorable Mayor and Members of the Village Council

FROM: Charles D. Huff, Village Manager

DATE: September 12, 2024

SUBJECT: **RESOLUTION** – Approval of a Collective Bargaining Agreement with the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF (October 1, 2024 through September 30, 2027)

Village Staff recommends Village Council consideration and adoption of a Resolution approving a Collective Bargaining Agreement ("Agreement") between the Village and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. ("IAFF") which represents employees in the Fire Rescue Department. The Agreement will be effective October 1, 2024 and will terminate September 30, 2027.

Summary of the Agreement Changes:
While the negotiations included minor changes to the Agreement to reflect current practices and/or clarify intent, most of the discussion focused on salary and benefits. Changes to the Agreement include the following:

- Updated the number of uniform t-shirts to be provided by the Village.
- Updated language for vacation accruals so that the next tier of accrual starts at the beginning of year five of service instead of the end.
- Updated language so that only the driver shall be subject to post-accident drug screening instead of the entire crew.
- The Village and the Union agreed to file a joint petition to PERC to include the position of Lieutenant and Firefighter/EMT in the collective bargaining agreement, pending the approval of the positions by Village Council in the pay plan and the PERC Final Order granting the petition.
- Pension:
    1. Changed normal retirement to age 52 or 25 years of service instead of both. Employee must be vested.
    2. Increased the benefit accrual rate to 3% for all years of credited service on or after 10/1/2021. Employer paid to match PBA.
    3. Health Insurance Subsidy of $15 per year of credited service added.
    4. Employee contribution will be increased on April 1, 2024 to 11% to pay for items one and three.
- Wages were adjusted as follows:
    - Effective on October 1, 2024, the salary ranges for Firefighter/Paramedic, Driver Engineer/EMT, Driver Engineer/Paramedic, and Captain will be increased by 5%.

- Employees are then eligible for a 5% salary range increase and a 4.5% performance-based step increase on April 1st of each subsequent year. They will no longer receive an adjustment on October 1st each year, as well as an increase on April 1st. After the initial slotting adjustment on October 1st, 2024, they will only receive increases on April 1st.

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

Recommendation:

Village Staff recommends Council consideration and adoption of the attached Resolution approving a Collective Bargaining Agreement with the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF ending September 30, 2027 and authorizing the Village Manager to execute the Agreement 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 COLLECTIVE BARGAINING AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC. THROUGH SEPTEMBER 30, 2027; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the prior Collective Bargaining Agreement between the Village and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. ("IAFF") expires on September 30, 2024; and

WHEREAS, the Village and the IAFF have negotiated a new three-year Collective Bargaining Agreement, and the Village Manager recommends Council approval and ratification of the new Collective Bargaining Agreement; and

WHEREAS, the Village Council determines that the approval of the new Collective Bargaining Agreement 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 and ratifies a new Collective Bargaining Agreement between the Village and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Collective Bargaining Agreement on behalf of the Village. The Agreement shall be effective October 1, 2024 and shall expire on September 30, 2027.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF NORTH PALM BEACH

AND

PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF

PALM BEACH COUNTY, LOCAL 2928, IAFF, INC.

10/1/24 to 9/30/27

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ARTICLE 1
PREAMBLE

This Agreement is entered into by and between THE VILLAGE OF NORTH PALM BEACH, a municipal organization, hereinafter referred to as the “VILLAGE" and the PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC., hereinafter referred to as the "UNION", for the purposes of promoting harmonious relations between the two parties, to establish an orderly and peaceful procedure for settling differences which may arise, and to set forth the basic and full Agreement between the parties concerning wages, hours, terms and conditions of employment.

ARTICLE 2
RECOGNITION

1. The VILLAGE recognizes the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc., as the certified bargaining agent and exclusive representative of the bargaining unit defined in Certification No. 1259 granted by the Public Employees Relations Commission (PERC) on May 28, 1999, and as amended from time to time, for purposes of collective bargaining with respect to wages, hours, and/or terms and conditions of employment. The parties agree to jointly file a Unit Clarification Petition to include the rank of Lieutenant and Firefighter/EMT. All provisions related to the Lieutenant and Firefighter/EMT positions set forth in this contract will take effect the first pay period following entry of a PERC Final Order granting the petition after the creation and approval of the positions by Village Council.

2. The term "employee" in this Agreement means those individuals employed by the VILLAGE in positions represented by the UNION regardless of membership in the UNION

ARTICLE 3
VALIDITY

1. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby. In the event a monetary provision of this Agreement is held invalid, the parties, at the request of either party, shall meet as soon as practicable and reopen negotiations of the affected monetary provision(s) of this Agreement.

ARTICLE 4
WORKER'S COMPENSATION

1. The VILLAGE will carry Worker's Compensation coverage for all employees covered by this Agreement in accordance with the law.

2. No benefits or payment under this Article shall be made where the disability is self-inflicted, or the disability continues as a result of the employee's failure to fully cooperate with medical advice or corrective therapy, or where drugs/alcohol are present at the time of the injury and are causally connected to the incident giving rise to the injury.

3. In the event of an on-the-job injury determined to be compensable under the provisions of the Workers' Compensation Act a regular full-time employee will be carried at full pay for up to six (6) pay periods, less any workers' compensation benefits, commencing the first pay period following the date the employee is unable to work. There is no supplemental pay during the pay period in which the employee returns to work. In order to be considered for this injury in line of duty benefit, the following conditions must be met:

    a. The employee must provide written testimony or evidence that their injury was received in the line of duty. An injury received while 'the employee is attending a department approved school or training program shall be considered a line of duty injury.

b. Any employee who has a claim for compensation because of an injury on the job as described above shall file a claim, on the form provided by the VILLAGE, with the Fire Chief.

c. Any employee who is able to return to work after a job related injury shall be reinstated to their former job, provided the employee is qualified to perform all of the duties and responsibilities of their previous position and is certified by a medical doctor prior to the employee returning to work. The VILLAGE may require confirmation of fitness to return to work.

d. If the employee is unable to assume their former responsibilities, the employee shall have first preference to fill another Village Fire-Rescue position, if a vacancy occurs, and the employee qualifies for such position.

e. An employee with either a service connected injury/illness, non-service connected injury/illness or pregnancy who voluntarily offers to work light duty may be assigned to light duty at the discretion of the Fire Chief, provided there is light duty work to be performed. An employee with a service-connected injury/illness or a pregnant employee who requests light duty will have priority in light duty assignment over employees with other non-service-connected injuries. The Village does not have mandatory, permanent, or temporary light duty assignments and light duty assignments will not be created or extended without a clear operational need. The light duties assigned to an employee

must be approved by the employee's treating physician. Light duty assignments may be in Village departments other than the Fire/Rescue Department.

4. Employees shall immediately report to the VILLAGE any and all injuries which require treatment by a physician and which occur while on duty.

5. The VILLAGE shall have the right to conduct a post-accident drug test of an employee driving a Village vehicle who is involved in a vehicular accident or other reportable incident which requires that any involved vehicle be towed from the scene of the accident or any involved individual receive medical treatment as a result of the vehicular accident or other reportable incident.

ARTICLE 5
HEALTH INSURANCE

1. The VILLAGE agrees to provide a health insurance plan to all Village employees. The VILLAGE agrees to pay one hundred percent (100%) of the medical, dental insurance premiums for the employee and eighty percent (80%) of the employee's dependent's medical, dental and hospitalization insurance for the medical, dental, plan with the lowest cost of the plans offered by the VILLAGE. If an employee chooses coverage under the medical, dental, with the higher cost, the employee shall be responsible for the difference in premium cost between the cheaper and more expensive plans. The VILLAGE shall apply all premium contributions paid by, or withheld from the employee to the cost of the employees' dependents' coverage. Insurance plans include prescription drug coverage. The benefits of these insurance plans shall be those set forth in the insurance master plan distributed to all employees.

2. It will be the responsibility of the employee to notify the VILLAGE in writing within thirty (30) days in the event that dependent coverage is no longer required due to a change in marital status or for any other reason. Should the employee not notify the VILLAGE of said change, the employee shall reimburse the VILLAGE for the amount paid for their dependent insurance coverage premium from the date of status change.

3. The VILLAGE retains the right to determine the insurance carrier or it may self-insure if it so desires. In any event, the VILLAGE shall offer the same plan of medical, dental, benefits to employees covered by this collective bargaining agreement as those benefits offered to all other employees of the VILLAGE.

4. The VILLAGE shall provide a life insurance policy to all employees in the bargaining unit with a benefit payable at the maximum level allowed by IRS regulations before imputing added employee compensation (currently $50,000 or $25,000 after age 70).

ARTICLE 6
PENSION

1. Retirement benefits for IAFF bargaining unit members are as set forth in Chapter 2, Article V, Division 4. of the Village Code of Ordinances.

2. The Village's Code of Ordinances shall be amended as needed so that, effective April 1, 2025, the following changes are implemented:

   a. Amend the eligibility requirements for Normal Retirement so that vested participants become eligible for Normal Retirement at the earlier of (1) having attained the age of fifty-two (52) years regardless of years of credited service or (2) upon the completion of twenty-five (25) years of credited service regardless of age;

   b. Increase the benefit accrual rate to three percent (3%) for all years of credited service on or after October 1, 2021;

   c. Increase the employee contribution to 11%

   d. Create, effective April 1, 2025, a Health Insurance Subsidy payable in the form of a lifetime monthly supplement for any firefighter who (1) satisfies the requirements for Normal Retirement or (2) separates from service due to a service-incurred disability and is approved for a service-incurred disability pension benefit. The monthly supplement shall be in an amount equal to $15.00 multiplied by the firefighter's credited

service. DROP participants shall not receive the supplement while actively employed, but active service as a firefighter while participating in the DROP shall be counted as credited service for purposes of determining the amount of the supplement. Firefighters who receive the supplement may elect a survivor option in accordance with Section 2-162, in which case the amount of the supplement shall be actuarially adjusted to be actuarially equivalent to the lifetime monthly supplement provided herein.

3. Each employee who is a member of the Board of Trustees of the Village of North Palm Beach Fire and Police Retirement Fund shall be granted twenty four (24) hours of administrative leave with pay each calendar year in order to allow the employee to attend educational seminars or conferences related to the performance of their duties as a trustee or pension benefits or issues.

4. The VILLAGE shall match bargaining unit employee contributions to a VILLAGE approved Chapter 457 Deferred Compensation Plan at a rate fifty cents ($0.50) for every one-dollar ($1.00) contributed to such plan up to a maximum of ($120) dollars per month ($1440 annually) to be contributed by the VILLAGE on behalf of each bargaining unit employee.

5. In 2015 the Florida Legislature enacted legislation (Chapter No. 2015-39, Laws of Florida), hereinafter "Legislation", regarding the use of insurance premium tax revenue ("IPTR"). The Pension Fund for the

Firefighters and Police Officers ("Fund") meets or exceeds the minimum benefits and minimum standards established by the State of Florida for public employee firefighters and officers pension plans as set forth in Chapters 175 and 185, Florida Statutes. The Legislation provides that use of IPTR, including any accumulations of additional premium tax revenues which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of the Legislation by mutual consent between the IAFF and the Village. The provisions of this Agreement reflect the Village's and IAFF's mutual consent and agreement that all IPTR, whether base premium revenue or additional premium tax revenue, received by the Village will be used by, or for the benefit of, the Village to meet its annual actuarially required contribution ("ARC") to the Fund. If the State does not accept this mutual consent and agreement, this Article shall be reopened for further negotiations.

ARTICLE 7
FAMILY MEDICAL LEAVE

Family Medical Leave shall be granted in accordance with Village Policy.

ARTICLE 8
PAID BEREAVEMENT LEAVE

1. The Village will grant an employee paid leave for the death of an employee's family member as follows:

   a. Three (3) consecutive shifts for: father, mother, spouse, child.

   b. Two (2) consecutive shifts for: brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, spouse/ domestic partner's grandparents, grandchild, foster parent, nephew, niece, aunt, uncle, first cousin, step- father, stepmother, step-brother, step-sister or step-child of the employee.

2. Employees may utilize vacation or other personal leave time in order to be paid for the additional twenty-four (24) hours of unpaid bereavement leave. A request for additional time may be granted, subject to the discretion of the Village Manager or their designee.

3. An employee who is notified of the death of a family member as defined in Section 1 above while on duty shall be immediately, or as soon as is practically possible, released from duty for the remainder of their shift with pay. The remaining hours of the shift from which the employee is released shall not be counted against any bereavement leave.

ARTICLE 9
MILITARY LEAVE

1. The rights and benefits regarding military leave are as set forth in the Village Leave Policy.

ARTICLE 10
SICK LEAVE

1. Sick leave will be paid when the employee is absent from duty due to the following reasons:

   a. An employee's injury or illness or necessary medical treatment which precludes him or her from reporting for duty; or

   b. Any injury, illness or necessary medical treatment of an employee's spouse, child, step-child or parent which requires the employee's help to care for him or her or to obtain the necessary medical treatment.

2. The employee will certify on the appropriate Personnel Action Form upon their return to duty that they were not able to report for duty due to one of the above reasons.

3. Employees will accrue 0.0481 hours of sick leave per regularly scheduled hour of work, so long as an employee is in that pay status. An employee on paid sick leave shall continue to accrue all benefits as if on active duty, except that paid sick leave shall not be considered days worked for overtime purposes.

4. Sick leave may be accumulated with no maximum. Any employee with less than seven (7) years of service to the VILLAGE who voluntarily terminates employment, or who retires or dies while in the service of the VILLAGE, shall receive payment equal to fifty percent (50%) of up

to a maximum of four hundred eighty (480) unused accrued sick leave hours (which equals a maximum of two hundred forty (240) hours payment). Employees with seven (7) or more years of service to the VILLAGE shall receive payment equal to seventy-five percent (75%) of up to a maximum of four hundred eighty (480) unused accrued sick leave hours. This payment provision does not apply to any employee who is discharged for cause. A deceased employee's pay for sick leave shall be paid to the estate of the decedent.

5. Sick Leave Reimbursement

   a. Employees who have accrued three hundred eighty-four (384) hours of sick leave ("minimum base") may request reimbursement for sick leave accrued over the minimum base. Reimbursement by the VILLAGE will be on a 50% basis for every sick day hour above the minimum.

   b. Sick leave reimbursement is a voluntary right of the employee. An employee can only submit a request once per year during the month of May. The VILLAGE will reimburse the employee no later than November 30 of each year.

   c. The Human Resources Director will be responsible for establishing a reimbursement form and accounting for the base and other data necessary to financially administer this program.

d. The employee will be required to sign a certificate/affidavit confirming that the reimbursement for the sick leave is final and will not be subject to the grievance process.

6. An employee who has been declared either physically or psychologically unfit for duty by a Doctor approved by the VILLAGE, when ordered for a fitness for duty exam by the VILLAGE, shall be required to use accrued sick leave while out of work on medical leave.

7. Non-probationary employees who use zero sick leave hours in any consecutive six month period of time shall receive 12 hours of personal leave time which shall be available for use in the same manner as vacation leave.

8. An employee is responsible for the appropriate use of sick leave. Sick leave abuse occurs when an employee uses sick leave for unauthorized purposes or falsifies the actual reason for charging an absence to sick leave. Abuse may also occur when an employee establishes a pattern of sick leave usage over a period of time such as the day before or after a holiday, on Mondays and Fridays, after paydays, any one specific day, half-day, or a continued pattern of maintaining zero or near zero leave balances. Sick leave abuse is misconduct and can result in disciplinary action.

ARTICLE 11
COURT APPEARANCES

1. Any member required to attend a judicial matter arising from the performance of their duty shall be compensated for said services as follows:

   a. Attendance while on duty, payment at regular pay scale.

   b. Attendance while off duty, payment of one and one-half hourly rate.

   c. A minimum guarantee of two (2) hours payment will be made for any appearance under this article to an employee who is off duty on the day of the appearance but the appearance is more than two (2) hours before the beginning or more than two (2) hours after the end of the employee's shift. If the employee is on duty on the day of the appearance but the appearance is less than two (2) hours before the beginning or less than two (2) hours after the end of the employee's shift, the employee will be paid for the actual time spent attending the judicial matter.

   d. Witness fees shall be retained by the employee.

2. Members who are required to attend a judicial matter arising from performance of their duties shall give notice to the Fire Chief and the Village Attorney. An employee, served with a subpoena requiring the employee's attendance at a hearing, deposition, or trial or the

requesting production of any Village records, shall promptly provide a copy of the subpoena to the Fire Chief. Rescheduling may be requested and coordinated by the VILLAGE.

3. Payment shall be made as soon as possible (by the next) payroll period following completion of the service.

4. Travel time spent by an employee for court appearances or deposition in a case arising from performance of their duties in excess of twenty (20) miles outside the perimeter of the VILLAGE shall be compensated as one (1) hour of wages for the employee concerned.

ARTICLE 12
MANAGEMENT RIGHTS

1. The VILLAGE retains whatever rights and authority it possessed prior to entering into this Agreement, including but not limited to the right to operate and direct the affairs of the VILLAGE and its Fire Rescue Department in all its various aspects; to direct the working forces; to plan, direct, and control the operations and services of the Department; to determine methods, means, organization and personnel by which such operations and services are to be conducted; to assign and transfer employees; to hire and promote; to demote, suspend, discipline, or discharge for just cause; to relieve employees for lack of work or for other legitimate reasons; to make, establish, and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities (provided, however, that such actions are not inconsistent with the terms of this Agreement).

2. The UNION and the VILLAGE recognize that the residents of North Palm Beach are entitled to receive services at the highest possible level, subject to budget constraints. Therefore, the UNION pledges that it will encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.

3. The UNION agrees that all employees covered under this Agreement shall comply with all Village Personnel Rules and Regulations,

including those relating to conduct and work performance, unless such rules and regulations conflict with this Agreement.

4. If, at the discretion of the Village Manager or designee, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the Village Manager, or designee, during the time of the declared emergency, provided that the wage rate and monetary fringe benefits shall not be suspended.

5. Those inherent managerial functions, prerogatives and policy making rights which the VILLAGE has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the grievance and/or arbitration procedure contained herein.

ARTICLE 13
SENIORITY

1. Seniority shall be defined as length of service with the Village Fire Department as determined by an employee's date of hire. In the event that two employees in the same classification have the same date of hire, seniority shall be determined by length of service within classification.

2. Seniority will govern selection of vacation schedules and preference in working overtime, provided the Fire Chief has the final authority to over-ride seniority for extraordinary operation reasons and the decision in that regard is not grievable. When the Fire Chief over-rides a request based on seniority, the Fire Chief shall inform the requesting party in writing of the basis of the decision.

3. Where a promotional opportunity shall occur and two or more employees are under consideration, the Fire Chief shall give due consideration to seniority and qualifications.

4. In the event of a layoff, an employee may displace the employee with lesser seniority in a lower classification provided the employee has prior service in said lower classification and provided further that the following factors are substantially equal:

    a. Sufficient ability and qualifications to perform the work.

    b. Performance evaluation.

c. Physical condition and job attitude.

5. In the event of substantial inequality of these factors as between employees in the same classification and department, the employee with the higher values of factors A, B, and C in the aggregate, shall be retained.

6. An employee shall be recalled in inverse order of layoff.

7. An employee shall lose their seniority as a result of the following:
   a. Termination
   b. Retirement
   c. Voluntary resignation
   d. Layoff exceeding six (6) months
   e. Failure to report to the Village Manager, or designee, intention of returning to work within three (3) days of receipt of recall, as verified by certified mail, return receipt.
   f. Failure to return from military leave within the time limits prescribed by law.
   g. Failure to return from an authorized leave of absence upon the expiration of such leave.

8. Seniority shall continue to accrue during all types of leave approved by the VILLAGE.

ARTICLE 14
PAID VACATIONS

1. Vacation days accrue but may not be taken during the first one hundred eighty (180) days of service. Exceptions to this general rule may be made by the Fire Chief at the Chief's discretion. All personnel who have completed one hundred eighty (180) days or more of full-time service shall be entitled to take vacation with pay in accordance with the following accrual schedule:

LENGTH OF SERVICE	DAYS OF VACATION
	24 Hr. Employees and Paramedics
Less than 5 Years	5 Shifts = 2 weeks = 120 hours
5 Years but less than 10 years	7 Shifts = 3 weeks = 168 hours
10 Years and over	10 Shifts = 4 weeks = 240 hours

2. Vacation, sick leave, or any other paid leave, shall be included in the computation of the one year of required full service.

   a. Vacations shall be scheduled from January 1 to December 31. The VILLAGE shall determine the number of employees who can be off on vacation at any time throughout the year. Employees may not schedule vacation time off in excess of their anticipated available accruals including existing banks.

b. In October of each year, the VILLAGE will advise how many employees may be scheduled off for vacation during the next year beginning January 1 per shift.

c. During the month of November, employees shall select vacation periods by seniority on a per shift basis. Vacations selections shall be made in three (3) rounds:

i. First Round - No later than November 15, all employees must submit requests to select a minimum of three (3) or more consecutive shifts (which may include Kelly Days). First round selections shall be limited to no more than ten (10) shifts, which includes Kelly Days, provided that the Fire Chief may approve vacation selections greater than ten (10) shifts. Such approval shall not be unreasonably denied. No part of any vacation lasting eleven (11) shifts or more (including Kelly Days) may be cancelled.

ii. Second Round - No later than November 15, employees may submit requests to schedule another single group of (1 or more) consecutive shifts of vacation time. First and second round vacation awards shall be made no later than November 30.

iii. Third Round - On the first A, B, and C shifts in December, the Fire Chief or designee will begin to accept applications for vacation scheduling for the upcoming year, which shall be on a first come, first serve basis. If two (2) or more requests for the same vacation day are received on the

same day, the employee with the most seniority will receive the requested vacation day. Employees shall be notified no later than the end of their shift following the shift in which their request was made as to whether their request has been approved or denied. Denied vacation request forms shall be kept on file by the Fire Chief or designee and should the requested vacation time become available, the denied vacation request shall be considered for approval. The date of submission of denied time shall then constitute the date for the first come, first serve basis.

d. Once approved, vacation times shall not be rescinded by the VILLAGE except in the event of a major emergency (i.e. earthquake, tropical storm, hurricane, or civil emergency).

e. Employees may cancel or request vacation time only if at least sixty-two (62) hours' notice is provided from the start of the leave period, including Kelly Days. Requests or cancellations, if made with less than the required notice, but prior to the start of the leave period, may be granted at the discretion of the Fire Chief or designee, however, no request will be unreasonably denied.

f. Emergency Leave - Employees shall be granted emergency leave as necessary, subject to the approval of the Fire Chief or designee, and such approval shall not be unreasonably denied. Once granted, emergency leave shall be charged as actual time used in quarter-hour increments. If the reason for the absence is a qualified use of sick leave, emergency leave shall be

charged to the employee's sick leave allotment. If not, the absence shall be charged to compensatory time and finally to vacation time.

g. Vacation time may be taken in a minimum of two (2) hours and thereafter hour for hour.

3. Employment terminated without cause, or by layoff, or by retirement, illness or injury shall not affect payment of earned vacation time. An employee shall not lose their vacation with pay if incapacitated due to an injury or illness incurred in the line of duty. The vacation time shall be reassigned upon return to duty.

4. If employment is terminated by death, the estate of the employee shall receive payment for the earned vacation days.

5. Vacation days shall be credited and reported per pay period, to indicate hours accrued less hours taken, reflecting net vacation hours available per pay period.

6. The maximum number of vacation days an employee may accrue is the unused days accrued during the employee's previous two (2) year period. Any employee, other than an employee who is discharged for cause, who voluntarily terminates, retires or dies while employed by the VILLAGE, shall receive payment equal to one hundred percent (100%) of the unused days of vacation accrued during the two year period prior to termination, retirement or death.

7. An employee who has used ten (10) days of vacation time in a fiscal year may request reimbursement for any unused vacation days above

the ten (10) days used. Employees requesting reimbursement must do so, in writing on a form approved by the Human Resources Director or designee, during the month of October immediately following the fiscal year in which the ten (10) vacation days were used. The VILLAGE will provide reimbursement no later than the November 30th immediately following the written request. Reimbursement shall be at 100% of the employees' hourly rate as of September 30th of the fiscal year in which the ten (10) vacation days were used. The employee will be required to sign a certification/affidavit confirming that the reimbursement for the annual vacation leave days/hours is final and will not be subject to the grievance process.

ARTICLE 15
PAID HOLIDAYS

1. The following days shall be considered paid holidays and all employees will receive eight (8) hours of straight time pay. All official holidays shall be considered to commence at the beginning of the first shift on the day of the holiday and continue for twenty-four (24) hours thereafter.

    New Year's Day
    Martin Luther King Day
    President's Day
    Memorial Day
    Juneteenth
    Independence Day
    Labor Day
    Veteran's Day
    Thanksgiving Day
    Friday following Thanksgiving Day
    Christmas Eve
    Christmas Day

2. For all hours worked on any of the above-named holidays the employee will be paid a premium rate of pay of 1 ½ times the employee's base rate of pay. Employees working overtime on any of the above-named holidays will be paid a premium rate of pay of 2 times the employee’s base rate of pay.

ARTICLE 16
GRIEVANCE PROCEDURE - ARBITRATION

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is specifically agreed and understood that there shall be a procedure for the resolution of disputes between the parties. For the purpose of this Article, a grievance is defined as, and limited to, any dispute, difference or controversy involving the interpretation or application of this Agreement. A dispute over disciplinary action shall be considered an appeal of disciplinary action unless otherwise grievable. If the dispute is not covered by the grievance procedure as set forth in the Agreement then the dispute shall be processed as set forth in Article 17.

2. For the purpose of this Article, time is considered to be of the utmost importance. Accordingly, any grievance not submitted and/or processed by the grieving party in accordance with the time limits provided below shall be considered exclusively abandoned and shall be barred, forfeited and forever foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered or processed by the VILLAGE within the time limits provided below shall be deemed resolved in favor of the grievant.

3. Grievances shall be presented in the following manner:

   Step 1: In the event an employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, the employee shall first discuss the alleged grievance with the

immediate supervisor, and may be accompanied by a representative of the UNION, if so desired. Th.is first discussion shall take place within ten (10) calendar days of the occurrence of the events which gave rise to the alleged grievance, or within ten (10) calendar days of when the employee knew or should have known of the existence of the events giving rise to the alleged grievance.

Step 2: In the event that the employee is not satisfied with the disposition of the grievance at Step 1, the employee may file a formal grievance, on a form approved by the VILLAGE. Such a grievance must be filed within ten (10) calendar days after the informal discussion is held at Step 1. Said grievance must be in writing, must be signed by the employee or the UNION as their representative and must contain: (a) the date of the alleged grievance; (b) the specific article (s) of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievances; and (d) the relief requested. The formal grievance shall be submitted to the Fire Chief or designee. The Fire Chief shall, within ten (10) calendar days after the receipt of the formal written grievance, render a decision on the grievance in writing. The Chief shall reply in writing within ten (10) calendar days of receipt of the grievance. Failure by the Chief to reply within the time period shall be held to be an approval of the grievance and the remedy sought.

Step 3: In the event that the employee is not satisfied with the disposition of the grievance by the Fire Chief at Step 2, the employee shall have the right to submit the grievance to the Village Manager within ten (10) calendar days after the disposition. Such grievance

must be accompanied by the filing of a copy of the original written grievance. The Village Manager shall, within ten (10) calendar days of receipt of the grievance, render a decision in writing. If the Village Manager shall fail to reply in writing, such failure shall be deemed as an approval of the merits of the grievance or dispute and the remedy sought.

4. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the UNION and the VILLAGE, it shall be presented directly at Step 3 of the grievance procedure, within the time limit provided for the submission of the grievance at Step 2, and signed by the aggrieved employees or the UNION representative on their behalf.

5. In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the UNION may submit the grievance to arbitration within ten (10) calendar days after the Village Manager's disposition of the grievance. Such request shall be in writing to the other party, and if delivered by mail, postmarked within ten (10) days of the Village Manager's disposition of the grievance. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the party seeking the appointment of an arbitrator shall, within five (5) days, request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, until the parties select a neutral or impartial arbitrator. The party striking first shall be determined by the toss of a

coin. The selection process shall occur within five (5) calendar days of receipt of the panel list.

6. Whenever the grieving party is satisfied with the disposition of the grievance at any step of the grievance procedure, or if the grieving party does not process the grievance in accordance with the specified time limits, processing of the grievance by the VILLAGE will automatically stop. However, a grieving employee may not partially accept and partially reject a disposition of the grievance. The employee must either accept or reject the disposition of the grievance, in its entirety. Thus, for example, if any employee grieves a termination, and is ordered reinstated without back pay at one of the steps of the grievance procedure, the employee may not accept the reinstatement and continue to grieve the loss of back pay. Their only choices would be to accept the disposition of the grievance, or remain discharged and pursue the grievance further.

7. For the purposes of this Article, the term "calendar day" is defined to include every day except Saturdays, Sundays, and days designated as holidays by this Agreement, regardless of whether the grievant is on duty or off duty.

8. The time limits contained herein are to be strictly adhered to and may only be extended by written agreement between the parties.

9. The VILLAGE and the UNION shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine the decision to the particular grievance thus specified. In the event the parties fail to agree

on the statement of the grievance to be submitted to the arbitrator, the arbitrator will determine the statement of the grievance, provided, however, that the arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article, except to the extent as specifically provided herein or expressly agreed to by the parties.

10. The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question(s) presented to him, which questions(s) must be actual and existing.

11. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses, court reporting and transcript costs/fees (if ordered by either party or requested by the arbitrator-transcript cost means the total cost of three copies), and expenses of obtaining a hearing room, if any, shall be equally divided between the parties.

12. The arbitrator's award shall be final and binding on the parties subject only to challenge as set forth in Revised Florida Arbitration Code.

13. For the first three hundred sixty-five (365) days of consecutive service with the VILLAGE, an employee is probationary. That is, the employee serves at the will and pleasure of the VILLAGE and thus may be disciplined or discharge without explanation or for any reason deemed

sufficient by the appropriate Village official. Accordingly, probationary employees shall have no right to utilize this grievance/arbitration procedure for any matter concerning discharge, suspension or other discipline.

14. The Union representative will be furnished with a copy of each grievance filed by an employee within the bargaining unit.

15. Employees may request to have a Union representative present at any step of the grievance procedure.

16. The UNION will not be required to process the grievance of non-members. The UNION will not be responsible for grievances proceeding to arbitration without being first notified by the VILLAGE in writing (and with a copy of the grievance) by the VILLAGE in a timely manner. The Union representative will have their name, address and all contact numbers on file with the VILLAGE.

17. The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of this Agreement.

18. When arbitrability is raised by the VILLAGE with respect to any grievance, the issue of arbitrability shall be determined by the arbitrator no less than thirty (30) days prior to commencement of an arbitration hearing on the grievance itself.

19. If the VILLAGE does not agree that the matter is arbitrable, notification shall be sent to the UNION of such within ten (10) days of receipt of the Union's request to proceed to arbitration. The parties agree that in such an instance, the VILLAGE may submit solely the question of arbitrability either to an arbitrator or to a court. If the arbitrability issue is submitted to an arbitrator, the decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed; and shall be submitted to the arbitrator within ten days of selection of the arbitrator. The arbitrator shall render the decision within fifteen days of receipt of the parties' submissions.

20. Whichever party loses on the issue of arbitrability shall pay the costs involved in that proceeding.

21. If there is no objection by either party to the arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination that the grievance is arbitrable, the parties shall proceed to arbitrate the grievance.

ARTICLE 17
DISCIPLINARY APPEALS

1. Appeals of disciplinary action shall be handled as follows:

2. An employee who wishes to challenge any disciplinary action, shall file a notice of appeal to the Fire Chief within ten (10) calendar days of notice of the disciplinary action. When an employee has received a written counseling, the employee may, within 10 days of receipt of the written counseling, submit a written rebuttal which shall be attached to the written counseling document in the employee's personnel file.

3. Upon receipt of a notice of appeal, the Fire Chief or designee shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Fire Chief to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained.

4. An employee who is not satisfied with the Fire Chief's decision can further appeal a discipline to the Village Manager. Upon receipt of a notice of appeal, the Village Manager shall have ten (10) calendar days to review the discipline and to advise the employee that the discipline is either (i) sustained; (ii) reversed; or (iii) modified. Failure of the Village Manager to respond within ten (10) calendar days shall constitute a determination that the discipline is sustained. The decision of the Village Manager shall be final unless appealed as hereinafter set forth.

5. The UNION may appeal a discipline greater than a written reprimand to arbitration using the same procedure for appointment of an arbitrator as set forth in Article 16 above. The request for appointment of an arbitrator must be made to the Village Manager in writing within ten (10) calendar days of the Village Manager's decision. The decision of the arbitrator shall be made within thirty (30) days following the conclusion of the hearing or the deadline for closing briefs, whichever is later. The arbitrator may sustain, reverse, or modify the discipline which was set by the Village Manager. The decision of the Arbitrator is final and binding on the parties.

6. No employee shall be subject to discipline of any type without just cause. No employee shall be subject to a suspension without pay or a termination without first being afforded a pre- determination conference with the Village Manager or designee. No pre-determination conference shall be conducted with less than ten (10) calendar days notice to the employee.

ARTICLE 18
UNION ACTIVITIES

1. An employee shall have the right to join or not join the UNION, to engage in lawful concerted activity for the purpose of collective bargaining or other mutual aid or protection, to express or communicate any view, grievance, complaint or opinion relating to conditions of employment or compensation, through duly appointed UNION representation, all actions to be free from any and all restraint, coercion, discrimination or reprisal by the VILLAGE or the UNION.

2. Union officials and/or members, no more than two (2), shall be granted reasonable time during working hours, without loss of pay, to negotiate with the representatives of the VILLAGE.

3. Reasonable time shall be granted for the processing of grievances with a duly designated representative of the UNION during working hours. The VILLAGE, in its discretion, may stop the use of such time off if it interferes with productivity or manpower needs. However, the exercise of such right on the VILLAGE'S part shall not be arbitrary or capricious, nor shall it allow the VILLAGE to proceed in a manner which deprives the employee of their right of representation. A UNION representative shall be permitted to accompany a fellow employee in circumstances such as:

    a. The employee is required to appear at a hearing related to a grievance.

    b. The employee is presenting or responding to a grievance.

c. The employee is subject to interrogation in conjunction with an internal affairs investigation.

d. The employee is attending a pre-determination hearing.

4. The Village Manager shall be immediately notified in writing, of changes of appointed Union representatives.

5. Union representatives shall be permitted to wear Union insignia while on duty. Said insignia shall be approved by the Fire Chief or designee.

6. There shall be created a pool of time to be known as Union Time Pool. Each employee who is a member of the UNION shall contribute six (6) hours of straight time to the Union Time Pool through a deduction of six (6) hours off of the eight (8) hours of holiday pay received for the New Year's Day holiday. The Union Time Pool may be used for Union business upon approval by the Union President or their designee. Employees utilizing Union Time Pool shall be released from duty on Union Time Pool only if the established needs of the Department regarding the provision of emergency services are met and with approval of the Fire Chief, which shall not be unreasonably denied. Union Time Pool will be used and charged on an hour for hour basis.

7. Salary and overtime pay, if any, incurred in replacing the Union representative(s) on authorized union leave shall be deducted from the Union Leave Account so there is no cost incurred by the Village when union leave is authorized. Authorization for Union leave shall be limited by the amount available in the Union Leave Account.

ARTICLE 19
RULES, REGULATIONS, DIRECTIVES

1. Amendments, additions or modifications to personnel rules, regulations, and departmental directives shall be in writing and a copy of the same shall be submitted to the UNION no less than fourteen (14) days prior to implementation.

2. A request for bargaining regarding any rule change must be received within seven (7) days after notification to the UNION by the VILLAGE of the implementation of a rule change.

ARTICLE 20
BULLETIN BOARD

1. The UNION will provide a serviceable bulletin board for its use. All materials posted must be signed by an official of the UNION. The VILLAGE agrees to furnish space for the bulletin board.

2. Bulletins shall contain nothing derogatory relating to the VILLAGE, its elected officials or supervisory personnel.

ARTICLE 21
SCHEDULED HOURS - OVERTIME PAY

1. The average workweek for twenty-four (24) hour shift employees shall be forty-eight (48) hours, with twenty-four (24) hours on duty and forty-eight (48) hours off duty, with an additional shift off (Kelly Day) after every seventh (7th) shift. The FLSA work period for shift employees is twenty-one (21) days.

2. Kelly Days will be selected annually prior to first round vacation selections. Such selections shall be implemented beginning with the first full twenty-one (21) day work cycle in January of each year. For all employees, the selection of Kelly Days shall be determined by shift based on seniority as defined in Article 13 of this Agreement. The Fire Chief shall have the authority to determine the number of employees allowed off on Kelly Day for each day of the twenty-one (21) day work cycle so long as each employee has one Kelly Day off every seventh (7th) shift. Kelley day selections shall remain unchanged until implementation of the selection for in each new year.

3. Kelly Days may be exchanged regardless of Kelly Day cycles on a permanent or temporary basis by two mutually agreeable employees in accordance with Section 10 of this Article. A Kelly Day may be exchanged for a vacant Kelly Day slot provided that the exchange is made in the same twenty- one (21) day work cycle and in accordance with Section 10 of this Article.

4. If an employee requests a transfer or accepts a promotion or assignment into a new classification, the employee's selection of Kelly

Day shall be based on the remaining days available on the new shift or in the new assignment to which the employee is to be transferred.

5. If an employee is to be transferred to a different shift by the VILLAGE, the VILLAGE shall first request that employees voluntarily switch shifts or Kelly Days. If within thirty (30) days of that request by the VILLAGE no employee has volunteered to switch shifts or Kelly Days, the VILLAGE may, if necessary, switch the Kelly Day of the employee(s) being moved from one shift to another. At the time the Village makes its request for volunteers to switch shifts or Kelly Days, the employee that will have their shift or Kelly Day changed if no other employee volunteers to make the switch shall be notified that they are the one that will be moved if there are no volunteers.

6. If a problem arises in the implementation of this Article, the UNION and the VILLAGE shall meet to resolve the problem by mutual agreement.

7. The procedures for paying overtime for time worked outside of an employee's normally scheduled work week which are in effect at the time of this Agreement shall be maintained as the status quo except that the FLSA work period for shift employees is now twenty-one (21) days. An employee may be asked to work on their Kelly Day. An employee asked to work on their Kelly Day shall have the right to refuse such a request. Any employee who works on their Kelly Day shall be paid at the rate of time and one-half(½) of the employee's straight time pay for all hours worked.

8. For purposes of computing overtime pay, all authorized paid leave, except sick leave, shall be considered time worked.

9. Employees assigned to "standby" will be paid a minimum of one (1) hour's pay per "standby shift". In the event an employee is "called back", the employee shall receive a minimum of two (2) hours pay. "Standby" and "call back" time relate to either fire duty or emergency duty.

10. Employees may exchange hours subject to the approval of the Fire Chief or designee, providing such exchanges do not result in overtime.

11. The VILLAGE retains the right to make changes in schedules when extenuating circumstances such as hurricanes or other states of emergencies dictate.

12. When the Department requires overtime work to fill a vacancy, the overtime assignment shall be offered using an overtime rotation file. Employee names cards shall initially be filed in order of seniority with the Fire Department, after the first use to fill an overtime assignment the cards shall be rotated as follows: The cards shall be called in order of placement in the file starting with the first employee qualified to work the overtime assignment. If the call is answered by voicemail and the overtime assignment to be filled was created less than sixty (60) hours prior to the start of the shift on which the overtime assignment will be worked then a message shall be left stating they are being called for overtime and they have three (3) minutes (from the current time) to reply. If the overtime assignment to be filled was created sixty (60) or more hours prior to the start of the shift on which the overtime

assignment will be worked, they shall have five (5) minutes (from the current time) to reply. If they have not replied within the time frame established herein, they are treated as a turn down, their card is marked as such and moved to the back of the file; the next card is called and this sequence is repeated until an answer or callback is received. The first qualified person to answer/callback shall be informed of the overtime assignment; if they turn down the overtime, they shall be informed that they will be ordered in if no other employee called accepts the overtime. Calls will continue until a qualified employee accepts the overtime assignment or the file has rotated back to the first qualified person to answer who will then be ordered in to work the overtime assignment. Employees already scheduled to work on the shift requiring overtime shall not be subject to call and their cards shall not be moved in this rotation. Overtime assignments of less than twelve (12) hours in duration shall not cause file cards to move in rotation. Qualified employees shall include any employee who currently holds the rank of the positions to be filled, previously held the rank of the position to be filled, is currently on the promotional list for rank of the position to be filled, or is on the step-up list for the rank of the position to be filled.

13. Overtime assignments which are less than ten (10) hours in duration and commence at the beginning of a shift shall be offered to qualified employees of the off going shift in order of seniority. If no off going employee accepts the overtime assignment, the least senior employee from the off going shift shall be ordered to work the overtime assignment.

14. Employees on workers' compensation, FMLA, or medically assigned light duty will not be called for overtime assignments, their position in order of rotation shall be held until they return to work at full duty.

15. Newly hired employees shall serve six (6) months of their probationary period and pass FTO before being eligible to accept an overtime assignment. On their six month anniversary an overtime rotation card for the new employee shall be added to the file, placed at the back of the file.

16. No employee shall be allowed to accept an overtime assignment which would cause them to work more than forty-eight (48) hours in a row without a minimum twelve (12) hour break between periods of work.

17. When, as a result of severe weather such as tropical rain or wind storms, a state of emergency that includes the Village is declared by the Village Manager or the Village Council (taking into consider like declarations by Palm Beach County, or State of Florida) and the Village modifies its operations such that non-essential employees are not required to report for work, hourly compensation rates for bargaining unit employees will be adjusted as follows:

    a. Employees working a regularly assigned shift will be paid 2.0 times their regular hourly rate during the declared period of emergency.

    b. Employees who are held over will be paid 2.0 times their regular rate of pay until released from the hold over.

c. Employees called back to work will be paid three hours of straight time plus 2.0 times their regular hourly rate for all hours worked during the declared period of emergency.

d. Employees placed on standby will be paid 1.0 times their regular rate of pay per hour for each hour of standby.

ARTICLE 22
FIRE RESCUE CONTINUING EDUCATION

1. Employees covered by the collective bargaining agreement shall be eligible for tuition reimbursement in accordance with the VILLAGE'S Higher Education and Assistance Program as provided in the VILLAGE'S Personnel Rules and Regulations.

2. Education or degree seeking courses, classes, or programs shall be eligible for tuition reimbursement in accordance with the Village Education Reimbursement Policy in effect on 10/1/2021.

ARTICLE 23
TEMPORARY APPOINTMENTS

1. An employee who is required to temporarily accept responsibility and carry out the duties of a rank higher than which the employee normally holds, for a full shift shall be paid five percent (5%) above the individual's present base rate for that position while so engaged. In the event an employee is required to temporarily accept responsibility and carry out the duties of a rank which is more than one rank higher than that which the employee normally holds, the employee shall receive five percent (5%) for each rank above their normal rank. For example, if an employee is temporarily assigned up two ranks, then the employee shall receive ten percent (10%).

2. If a Captain or driver is called in for overtime because of vacancies on that shift they will automatically fill in for an absent Captain and/or driver before going to the stepping up process.

3. When an employee assigned to a rank which carries a rate of pay higher than the permanent rate of the assignee suffers an injury, illness, or death incurred while in the performance of service compensation and benefits will be calculated at the level of payment for employee's permanent rank thereof.

4. Should an employee in a promoted position (Driver Engineer or Captain) be absent for any reason, the position shall be filled by the employee on duty that shift who holds the highest position on the promotion list for the classification in which the vacancy exists. Should no employee on the promotion list for that classification be working

that shift, the vacancy shall be filled using the highest positioned employee on the step-up list for the position in which the vacancy exists who is working that shift. If there are no employees from the step-up list available, the vacancy will be filled by an overtime callout in accordance with Article 21. For vacancies in the rank of Captain, if there are no employees available for step-up in accordance with the procedures above, the Driver Engineer shall be stepped up to Captain unless negated by Section 6 below.

5. Following ratification of this Agreement, the step-up list for each promoted position shall be populated by all employees eligible to participate in a promotional exam for that position in order of seniority with the most senior employee being first on the list. When an employee later becomes eligible to be included on one of the two step-up lists, the employee shall be added to list in the appropriate position based on seniority.

6. If overtime is required to fill out the shift and the person accepting the overtime holds a rank that has been filled by a step-up, that employee shall automatically fill that position, negating the process above.

ARTICLE 24
MEDICAL EXAMINATIONS

1. Medical examinations shall be voluntary, except post-job offer medical evaluations for the job classification. In those situations where the VILLAGE requires a medical examination, the entire costs shall be borne by the VILLAGE. The VILLAGE agrees to provide those vaccinations and examinations required by Section 112.18 and Section 112.181, Florida Statutes.

2. The foregoing shall not be construed to prohibit the VILLAGE from ordering an employee to undergo an examination to determine fitness for duty when the VILLAGE has a reasonable suspicion that the employee is unfit to perform their duties. "Reasonable suspicion" means a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Reasonable suspicion testing shall not be required except upon the final approval of the Fire Chief, after the recommendation of a supervisor who is at least one level of supervision higher than the immediate supervisor of the employee in question. Among other things, such facts and inferences may be based upon:

    a. Abnormal conduct or erratic behavior while at work;

    b. A significant deterioration in work performance; or

    c. Excessive use of sick time.

3. Presumption: The VILLAGE agrees that any condition or impairment of health of any employee caused by tuberculosis, heart disease,

hypertension, hepatitis, or meningococcal meningitis resulting in total or partial disability or death shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary is shown by competent evidence.

4. The VILLAGE shall provide employees with testing after exposures to certain biological hazards while on duty. The testing shall be conducted in accordance with accepted medical practices and shall be designed to detect the presence of the biological hazard for which the test is conducted. The VILLAGE will provide testing to employees upon exposure to any of the following hazards:

    a. Hepatitis A, B, or C
    b. Measles
    c. Polio
    d. Varicella
    e. HIV/AIDS
    f. Heavy Metals
    g. Tuberculosis

5. The VILLAGE will also provide flu shots annually for all employees, if not available to employees at no cost through the Village's health insurance provider.

6. To the extent any vaccination, immunization, or other prophylaxis may be required to perfect a claim for a presumption under Section 112.181(3), Florida Statutes, such shall be required by the Village.

7. The Village will continue medical evaluations and Fit testing as directed by Florida State Statute 633.502 – 633.536 (Florida Firefighter Occupational Safety and Health Act), Florida Administrative Code 69A-62, OSHA 1910.134 (Respiratory Protection) as follows:

   a) LifeScan will provide the prescribed OSHA medical evaluation questionnaire and conduct the Fit testing;

   b) Testing will be done in conjunction with, and at, Palm Beach Gardens Fire Rescue;

   c) The OSHA medical evaluation questionnaire and Fit testing will be completed while the employee is off duty;

   d) Employees will be compensated for participating in and completing the OSHA medical evaluation questionnaire and Fit testing by receiving four hours of pay at their overtime rate the second full pay period after completing the OSHA medical evaluation questionnaire and Fit testing;

   e) The OSHA medical evaluation questionnaire and Fit testing will occur annually;

   f) Employees who do not attend and complete the annual OSHA medical evaluation questionnaire and Fit test as scheduled by the Village will be responsible for completion of both at another LifeScan facility within 60 days of the first date scheduled by the Village;

g) If an employee is found to be unable to wear a respirator, the employee will be placed on a light-duty assignment until the Village receives acknowledgment the employee has completed testing;

h) If the Village does not receive confirmation of completion of the OSHA medical evaluation questionnaire and Fit testing within the 60 day time frame identified in paragraph f) above, the affected employee will be placed in a light-duty status, if such an assignment is available for up to thirty (30) days or until such time as confirmation of completion of the OSHA medical evaluation questionnaire and Fit testing is received by the Village. If a light duty assignment is not available, the employee shall use accrued sick leave;

i) If an employee is on leave pursuant to the FMLA or as a result of an on-the-job injury and is unable to complete the OSHA medical evaluation questionnaire and Fit testing as prescribed herein, the Village and Union coordinate for additional time or find an alternate solution to satisfy the OSHA medical evaluation questionnaire and Fit testing requirement; and

j) If an employee refuses to complete the OSHA medical evaluation questionnaire and Fit testing, the employee shall be suspended without pay until the employee completes the OSHA medical evaluation questionnaire and Fit testing and may be subject to disciplinary actions up to and including termination of employment depending on the circumstances and just cause.

k) All information derived from the OSHA medical evaluation questionnaire and Fit testing shall be considered confidential and remain solely between the Licensed Health Care Provider and the employee, with the Village having no access to the information and that LifeScan will only notify the Village that the employee has completed the OSHA medical evaluation questionnaire and Fit testing.

8. The Village will offer a voluntary physical examination in conjunction with the OSHA medical evaluation questionnaire and Fit testing for those wishing to participate as follows:

a) The physical examination will only be available during the period the OSHA medical evaluations questionnaire and Fit testing is being conducted at the Palm Beach Gardens Fire Rescue site;

b) To participate in the physical examination, the employee must have the blood tests prescribed by LifeScan preformed seven (7) to ten (10) days prior to the scheduled medical/physical exam test dates;

c) All information derived from the physical evaluation shall be considered confidential, and remain solely between the Licensed Health Care Provider and the employee, with the Village having no access to the information.

9. The provisions of this Article may be amended or modified by mutual, written agreement between the Union President, Fire Chief and Village Manager.

ARTICLE 25
UNIFORM AND CLOTHING ALLOWANCE

1. A sixty ($60.00) dollar monthly allowance shall be paid to all members of the bargaining unit for the repair and cleaning of clothing used in the performance of duty.

2. Uniforms damaged beyond repair in the line of duty shall be replaced by the VILLAGE at no cost to the employee.

3. Costs for repair or replacement of watches or eyeglasses damaged or destroyed while in the course of duty will be paid by the VILLAGE at a cost not to exceed one hundred ($100.00) dollars per item.

4. A shoe allowance of up to one hundred-five ($125.00) dollars per year shall be paid to all bargaining unit members during the first pay period in October.

5. The Village shall supply Department personnel with the following uniforms and equipment upon initial employment with the Village:

   1 - Class A uniform badge
   1 - Set of station keys (SM and ED key)
   1 - Department ID
   1 - Station swipe card
   1 - Class A dress shirt with specialty patches and department patch*
   1 - Class A dress tie*
   1 - Class A dress pants*
   1 - Class A pair of shoes*
   1 - Class A dress jacket*
   1 - Class A dress hat*
   1 - Uniform Job Shirt

3 - Uniform pair of EMS pants
3 - Uniform polo style short sleeve shirts with rank and name on front
1 - Station EMS pants belt
1 - Ball cap
1 - Lightweight waterproof shell winter/windbreaker jacket with reflective tape
1 - Set of rain gear
2 - Pair of station gym shorts
5 - Station short sleeve t-shirts
2 - Station long sleeve t-shirts
1 - Long sleeve sweat shirt

*Class A uniform will be supplied upon completion of a newly hired employee's probationary period.

6. Replacements may be acquired on an as-needed basis through an employee's Captain each fiscal year. Annual boot allowance will continue to be issued in October of each year consistent with Section 4 above.

ARTICLE 26
VEHICLES AND EQUIPMENT

1. Vehicle Maintenance. Each employee assigned to a Village vehicle shall keep the vehicle free from litter and return the vehicle at the end of their shift in the same condition as when the employee received it, subject only to mechanical defects or damage, or soiling of the vehicle not caused by the employee. It shall be the vehicle operator's responsibility to report all damage, mechanical problems or operational problems detected, or which could be detected with reasonable diligence. If the employee believes the assigned vehicle is unsafe, it shall be reported to the Captain. If the Captain agrees that the vehicle is unsafe, it shall not be placed in service until it is made safe. Fire vehicles will be washed and sanitized as necessary.

2. Use of Private Automobile. In the event an employee (if authorized and directed in advance) uses their own automobile for the performance of official duties on behalf of the VILLAGE, the employee will be compensated at the rate established by the VILLAGE for all Village employees.

3. Portable Radios. Employees will be provided with two-way portable radios while on shift.

ARTICLE 27
PERSONNEL FILES - COMPLAINTS

1. The VILLAGE agrees that no disciplinary action shall be taken against a bargaining unit member without due process. Anonymous complaints may trigger an investigation, but an anonymous complaint alone may not be the basis of disciplinary action.

2. No employee will be required to write a report to the Fire Chief or any other supervisory officer on any complaint by a person or persons in or outside the Department against said employee unless and until the complainant(s) submit(s) said complaint in writing and signs same.

3. Prior to any report in writing being submitted, the subject employee shall be furnished a copy of the signed complaint. Any form of documented disciplinary action shall be signed by the employee, which signature shall indicate that the employee has received a copy of the form but shall not indicate that the employee agrees with the discipline. If an employee refuses to sign, the document shall be notated to reflect the refusal. The employee shall receive a copy of the documented disciplinary action.

4. If a complaint is brought and the employee is adjudicated as being unfounded, then the complaint and the charge shall be plainly and clearly marked as unfounded in all the personnel folders of the subject employee.

ARTICLE 28
PROCEDURAL RIGHTS

1. Any employee under investigation and subject to interrogation by the Village or an outside agency subject to the direction and control of the VILLAGE which may result in disciplinary action, demotion, dismissal and/or criminal charges being filed; then, under such circumstances, the interrogation shall be conducted as follows:

    a. Interrogations will normally be conducted during the employee's scheduled duty time, unless immediate action is imperative.

    b. Interrogation will be conducted at Fire Rescue Department headquarters.

    c. The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the employee under the interrogation shall be asked by and through one (1) interrogator at any one (1) time.

    d. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation and shall be informed of the names of all complainants.

    e. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

f. The employee under interrogation shall not be subject to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.

g. The formal interrogation of the employee, including all recess periods, shall be recorded and there shall be no unrecorded questions or statement.

h. If the employee under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogations, the employee shall be completely informed of all of their rights prior to the commencement of the interrogation.

i. At the request of any employee under investigation, the employee shall have the right to be represented by counsel or any other representative of their choice who shall be present at all times during such interrogation wherever the interrogation relates to the employee's continued fitness for service.

j. Representation on complaint review boards: A Complaint review board shall be composed of three (3) members: one (1) member selected by the Fire Chief; one (1) member selected by the aggrieved employee; and the third (3rd) member selected by the other two (2) members. The board members shall be employees selected from any state, county, or municipal agency within the county.

k. Civil suits brought by employees: Every employee shall have the right to bring civil suit against any person, group of persons, organization or corporation or the heads of such organizations or corporations for damages, either pecuniary or otherwise, suffered during the performance of the employee's official duties or for abridgement of the employee's civil rights arising out of the employee's performance of official duties.

l. Notice of disciplinary action: No dismissal, demotion, transfer, reassignment, or other personnel action which might result in the loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any employee, unless such reason or reasons therefore are communicated to the employee in writing prior to the effective date of such action.

m. Retaliation for exercising rights: No employee shall be discharged, disciplined, demoted, or denied promotion, transfer or reassignment, or otherwise be discriminated against in regard to their employment or be threatened with any such treatment by reason of their exercise of the rights granted by this act.

n. A copy of the complaint, whether recorded in writing or by other means, will be given to the employee at least two (2) hours prior to interrogation unless waived by the Fire Chief or designee and the employee. Written complaints must be signed by the party or parties alleging a violation.

o. An employee under investigation cannot be compelled to submit to a polygraph test or any other "truth measuring" device.

ARTICLE 29
WAGES

1. Employee compensation adjustments will be based on an employee's performance evaluation.

2. The pay ranges for bargaining unit positions as of the first payroll period beginning on or after October 1, 2024, shall be as provided in Addendum B to this Agreement. The pay ranges as of the first payroll periods beginning on or after April 1, 2025, April 1, 2026, and April 1, 2027 are contained in Addendum B.

3. Effective with the first full payroll period beginning on or after October 1, 2024, each employee shall be slotted into the pay schedule attached as Addendum B at the step identified for each employee in Addendum A, which slots employees at the first step providing an increase in the employee's current annual pay. Thereafter, each employee shall advance one step in the pay schedule on April 1 of each year until the employee reaches the top step for their classification. Employees hired by the Village within a ninety (90) day window prior to April 1 shall not receive their first step increase until April 1 of the following year. No increases shall be given on October 1st after the first year of the contract.

4. Performance evaluations cannot be grieved as they represent the exercise of managerial discretion. If an employee believes their evaluation was the result of discriminatory or personal bias on the part of their supervisor, the employee may request review by the Human Resource Director. If evidence of bias is found, the Human Resource

Director in consultation with the Village Manager may adjust the evaluation score.

5. A step increase is contingent upon receipt of a "Satisfactory" or higher performance evaluation. A bargaining unit member who receives a performance evaluation rating of "Unacceptable" or "Development Required/Needs Improvement" shall have a counseling session with supervisory personnel and be provided with performance improvement goals. A member shall not receive the step increase until performance reaches a "Satisfactory" rating. The member will be re-evaluated ninety (90) days following the counseling session. If a performance rating of "Satisfactory" or better is received, the member will then receive the step increase the member should have received on the anniversary of their date of hire or date of promotion, effective the date of the successful evaluation. If after 90 days the member still has not received a performance rating of "Satisfactory" or better, the member will have an additional counseling session with supervisory personnel and will be provided with an additional set of performance goals. The member will then again be evaluated ninety (90) days following this additional counseling session. If the member then receives a rating of "Satisfactory" or better, their personnel file will be so noted but the member will not receive a step increase at that time. If after this second 90 day period the member still has not received a performance rating of "Satisfactory " or better, the member is subject to a non-disciplinary non-appealable performance based termination of employment.

6. In the event the Village hires a Firefighter who is not certified as a Paramedic, that employee shall be hired at the base rate of the pay grade of a Firefighter/EMT until such time as the employee becomes certified to act as a Paramedic by the State of Florida. Such certification as a paramedic must be achieved within 4 years of the employee's date of hire or the employee shall be discharged.

7. All employees shall have their regular paychecks electronically deposited biweekly into the employee's choice of banking, savings and loan, or credit union institutions. Employees participating in the direct deposit program will continue to receive from the VILLAGE electronic pay stubs.

ARTICLE 30
TRAINING

1. In keeping with the ever increasing requirements to maintain certification and the skills necessary to perform Fire/Rescue functions, it is agreed that any employee who attends training as required by the Department or Village for Fire/Rescue functions will receive pay at a rate of one and one half regular pay if the training time is above and beyond the employee's normal work week. If the employee fails to complete a full work week, pay for firefighter training will be received at regular rate of pay. Fire Inspector re-certification training shall be provided for by the Department.

2. The VILLAGE agrees to provide one week's advance notice for any training scheduled for weekends.

ARTICLE 31
PROBATIONARY EMPLOYEES

1. All new employees shall be designated as probationary employees for one (1) year from the latter of their date of graduation the fire academy their date of employment with the Village.

2. Promoted employees will serve a six (6) month probationary period. A promoted employee who fails probation will be returned to their previous position. EMT/Firefighters who become certified bythe state of Florida as a Paramedic and who become released/protocoled by the Medical Director to act as a Paramedic shall be promoted from the rank of Firefighter/EMT to the rank of Firefighter/Paramedic and serve a one (1) year probation in the rank of Firefighter/Paramedic.

3. Periods of absence of three (3) shifts or more during probation will extend the probationary period by the amount of the absence or one week, whichever is greater.

4. Upon the satisfactory completion of the probationary period the employee shall attain regular status.

ARTICLE 32
CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

1. The VILLAGE and the UNION acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement. The VILLAGE and the UNION agree that all negotiable items that should or could have been discussed, were discussed; therefore, neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

2. Therefore, this Agreement contains the entire contract, understandings, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term.

ARTICLE 33
PROMOTIONS

1. Employees in the classification of Firefighter/EMT or Driver Engineer/EMT who are or become certified by the state of Florida as a Paramedic and who are or become released/protocoled by the Medical Director to act as a Paramedic shall be slotted from the rank of Firefighter/EMT to the rank of Firefighter/Paramedic or from Driver Engineer/EMT to Driver Engineer/Paramedic at the same step.

2. Vacancies in the classifications of Captain, Lieutenant, and Driver Engineer shall be filled in accordance with the promotional process outlined herein. The promotional process will begin once a position becomes vacant or is expected to be vacated. The promotional announcement, as well as the job description and qualifications for the vacant position, will be posted by the Fire Rescue Administration Office. All qualified persons must submit their intent to be considered for the promotion in writing to the chief's office within the time frame outlined in the announcement.

3. Employees will be given notice, posted on the work location bulletin board(s) and by e-mail, at least ninety (90) days in advance of a target promotional examination date. The testing will commence no sooner than ninety (90) days after and no later than one hundred twenty (120) days after the notice. Source materials from which the examination will be drawn shall be given in writing concurrent with the notice of the promotional exam and shall be in print or otherwise obtainable at the

candidates' expense. One copy of these materials shall be provided for each shift at the Village's expense.

4. No employee shall be permitted to apply for a promotional examination after the announced closing date.

ELIGIBILITY CRITERIA

5. Employees who apply for the promotional process must have the prerequisites as of the closing date for the written examination.

6. In order to be eligible to participate in the promotional process, a candidate must not have had any disciplinary action against him or her which resulted in a demotion or suspension from employment of twenty four (24) hours or more within the twelve months preceding the announced closing date.

7. In order to participate in a promotional process for the rank of Captain, an employee must satisfy the following criteria as of the announced closing date:

   a. Five (5) or more complete years of service in this Department.

   b. Successful completion of FFP 1301 Fire Hydraulics, FFP 1302 Fire Apparatus and Equipment, BFST/ATFC 703 Aerial Apparatus Operator, and certification as Fire Officer I or completion of all classes required to be certified as Fire Officer I. The Fire Chief and the Union President may agree to modify these requirements so long as any such modification is agreed

to prior to the announcement of the promotional examination and is clearly indicated in such announcement.

c. Current Paramedic certification.

d. Current and valid State of Florida issued Class E drivers license.

8. In order to participate in a promotional process for the rank of Lieutenant, an employee must satisfy the following criteria as of the announced closing date:

a. Three (3) or more complete years of service as a protocoled medic in this Department.

b. Successful completion of FFP 1301 Fire Hydraulics, FFP 1302 Fire Apparatus and Equipment, BFST/ATFC 703 Aerial Apparatus Operator, and certification as Fire Officer I or completion of all classes required to be certified as Fire Officer I. The Fire Chief and the Union President may agree to modify these requirements so long as any such modification is agreed to prior to the announcement of the promotional examination and is clearly indicated in such announcement.

c. Current Paramedic certification.

d. Current and valid State of Florida issued Class E drivers license.

9. In order to participate in the promotional process for the rank of Driver Engineer, an employee must satisfy the following criteria as of the announced closing date:

a. Three (3) or more complete years of service in this Department.

b. Successful completion of FFP 1301 Fire Hydraulics, FFP 1302 Fire Apparatus and Equipment, BFST/ATFC 703 Aerial Apparatus Operator and FFP 2810 or FFP 2720 Company Officer and Leadership. The Fire Chief and the Union President may agree to modify these requirements so long as any such modification is agreed to prior to the announcement of the promotional examination and is clearly indicated in such announcement.

c. Current Paramedic certification.

d. Current and valid State of Florida issued Class E drivers license.

10. The promotional processes for the ranks of Captain, Lieutenant and Driver Engineer shall include a written examination and a practical skills assessment. Candidates must pass the written examination with a score of at least 70% in order to be eligible to participate in the practical skills assessment. Candidates must pass the practical skills assessment with a score of at least 70% in order to eligible for promotion. Placement on the promotional eligibility list will be based upon the weighted average of a candidate's score on the written examination and the practical skills assessment. The written examination shall constitute 50%, and the practical skills assessment shall constitute 50%, of such weighted average. In the event of a tie in the overall score of two of more candidates, the tied candidates shall be ranked in order of their scores on the practical skills assessment

portion of the promotional process. If a tie still exists, the tie shall be broken by seniority.

11. Upon promotion, an employee shall be slotted at the first step providing at least a 5% increase per rank in their pre-promotion base rate of pay. For example, if an employee is promoting up two ranks, then the employee shall be slotted at the first step providing at least a 10% increase in their pre-promotion base rate of pay. Employees will not be eligible for their next step increase until they have completed 6 months' probation in their new position.

12. The content of the written examination shall be determined by job task analysis and shall include questions from the source materials identified in the posted announcement. The practical skills assessment shall be the same for all examinees and consist of two (2) component parts: operations and administrative functions. The practical skills assessment shall be graded by three (3) examiners appointed by the VILLAGE who are not employed by the VILLAGE.

13. Promotional lists shall remain in effect for three (3) years from the date the promotional list is established or until there are no names remaining on the promotional list, whichever occurs first. If, at the time a promotional list is set to expire, there are no employees who are both eligible to participate, and have indicated that they will participate, in a promotional process (after being notified of their eligibility and asked whether or not they would sit for an exam), the list shall be extended one additional year. This process can then be repeated one additional

time at the conclusion of that extension such that the possible lifespan of a list is five (5) years.

14. Selection for promotion from the promotional list shall be made by the Fire Chief utilizing a Rule of Three, i.e., the Fire Chief may select from among the then current top three (3) candidates on the promotional list. A candidate may refuse an assignment one (1) time without jeopardizing their standing on the promotional list. A second refusal will result in removal from the promotional list. Any candidate bypassed for selection in favor of a lower ranking candidate on the promotional list shall be counseled, at the request of the bypassed candidate, as to the reason the candidate was not selected for promotion.

ARTICLE 34
DURATION

1. This Agreement shall be for a three (3) year term Commencing October 1, 2024 and ending September 30, 2027. The parties will commence negotiations for a successor agreement by June 1, 2027.

2. Employee compensation and movement in the step plan will be frozen on September 30, 2024 (except increases resulting from assignment or promotion). Subsequent salary increases and movement in the step plan or other adjustments to base wages (except increases resulting from assignment or promotion) will be as provided in a subsequent collective bargaining agreement.

APPROVAL/SIGNATURE PAGE

Pursuant to Florida Statute 447.309, the VILLAGE's Chief Executive Officer and the UNION's Bargaining Agent hereby confirm that the foregoing represents the Collective Bargaining Agreement for 2024-2027 reached by the negotiators through collective bargaining.

This Agreement shall not be binding on the Village of North Palm Beach until it has been ratified by the Village Council and by the employees who are members of the bargaining unit.

THE VILLAGE OF NORTH PALM BEACH

_____

Charles D. Huff, Village Manager

PROFESSIONAL FIREFIGHTERS / PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC.

_____

Angelo D’Ariano, Secretary-Treasurer

_____

Anthony Giarrusso, District Vice President 12

Ratified by the Village Council of Village of North Palm Beach on the ___ day of _____ 2024,

Ratified by employees in the bargaining unit on the ____day of_____, 2024.

Addendum A

NPB 12 STEP SLOTTING

Position	Name	New Step
Captain	Anthony Giarrusso	12
Captain	Jacob Stone	11
Captain	Robert Hetzel	11
Driver Engineer/EMT	William Picard	12
Driver Engineer/Paramedic	Frank Winewski	12
Driver Engineer/Paramedic	Ryan Moeller	12
Firefighter/Paramedic	Amanda Apfel	12
Firefighter/Paramedic	Steven Brandt	12
Firefighter/Paramedic	Erik Jensen	12
Firefighter/Paramedic	John Abdul	12
Firefighter/Paramedic	Michael Hobbs	12
Firefighter/Paramedic	Adam Mc Innes	12
Firefighter/Paramedic	Kevin Maloney	5
Firefighter/Paramedic	Daniel Busch	11
Firefighter/Paramedic	Fred Vaccaro	9
Firefighter/Paramedic	Stephen Talpesh	7
Firefighter/Paramedic	Michael Jackson	5
Firefighter/Paramedic	Frank Rossi	5
Firefighter/Paramedic	Hannah Mccord	5
Firefighter/Paramedic	Drew Valerioti	1
Firefighter/Paramedic	Ryan Stanco	1

Addendum B

October 1, 2024

Firefighter/EMT	
Step	Base Pay
1	$56,827.66
2	$59,384.91
3	$62,057.23
4	$64,849.80

Firefighter/ Paramedic	
Step	Base Pay
1	$66,856.07
2	$69,864.60
3	$73,008.50
4	$76,293.89
5	$79,727.11
6	$83,314.83
7	$87,064.00
8	$90,981.88
9	$95,076.06
10	$99,354.48
11	$103,825.44
12	$108,497.58

Driver Engineer/EMT	
Step	Base Pay
1	$68,025.38
2	$71,086.53
3	$74,285.42
4	$77,628.26
5	$81,121.54
6	$84,772.00
7	$88,586.75
8	$92,573.15
9	$96,738.94
10	$101,092.19
11	$105,641.34
12	$110,395.20

Driver Engineer/Paramedic	
Step	Base Pay
1	$72,490.07
2	$75,752.12
3	$79,160.97
4	$82,723.21
5	$86,445.75
6	$90,335.81
7	$94,400.93
8	$98,648.97
9	$103,088.17
10	$107,727.14
11	$112,574.86
12	$117,640.73

Lieutenant	
Step	Base Pay
1	$79,014.17
2	$82,569.81
3	$86,285.45
4	$90,168.30
5	$94,225.87
6	$98,466.04
7	$102,897.01
8	$107,527.37
9	$112,366.11
10	$117,422.58
11	$122,706.60
12	$128,228.39

Captain	
Step	Base Pay
1	$85,419.26
2	$89,263.13
3	$93,279.97
4	$97,477.57
5	$101,864.06
6	$106,447.94
7	$111,238.10
8	$116,243.82
9	$121,474.79
10	$126,941.15
11	$132,653.51
12	$138,622.91

April 1, 2025

Firefighter/EMT	
Step	Base Pay
1	$59,669.04
2	$62,354.15
3	$65,160.09
4	$68,092.29

Firefighter/ Paramedic	
Step	Base Pay
1	$70,198.88
2	$73,357.83
3	$76,658.93
4	$80,108.58
5	$83,713.47
6	$87,480.57
7	$91,417.20
8	$95,530.97
9	$99,829.86
10	$104,322.21
11	$109,016.71
12	$113,922.46

Driver Engineer/EMT	
Step	Base Pay
1	$71,426.65
2	$74,640.85
3	$77,999.69
4	$81,509.68
5	$85,177.61
6	$89,010.61
7	$93,016.08
8	$97,201.81
9	$101,575.89
10	$106,146.80
11	$110,923.41
12	$115,914.96

Driver Engineer/Paramedic	
Step	Base Pay
1	$76,114.57
2	$79,539.73
3	$83,119.01
4	$86,859.37
5	$90,768.04
6	$94,852.60
7	$99,120.97
8	$103,581.41
9	$108,242.58
10	$113,113.49
11	$118,203.60
12	$123,522.76

Lieutenant	
Step	Base Pay
1	$82,445.36
2	$86,155.40
3	$90,032.39
4	$94,083.85
5	$98,317.63
6	$102,741.92
7	$107,365.30
8	$112,196.74
9	$117,245.60
10	$122,521.65
11	$128,035.12
12	$133,796.70

Captain	
Step	Base Pay
1	$89,690.23
2	$93,726.29
3	$97,943.97
4	$102,351.45
5	$106,957.26
6	$111,770.34
7	$116,800.01
8	$122,056.01
9	$127,548.53
10	$133,288.21
11	$139,286.18
12	$145,554.06

April 1, 2026

Firefighter/EMT	
Step	Base Pay
1	$62,652.50
2	$65,471.86
3	$68,418.09
4	$71,496.91

Firefighter/ Paramedic	
Step	Base Pay
1	$73,708.82
2	$77,025.72
3	$80,491.87
4	$84,114.01
5	$87,899.14
6	$91,854.60
7	$95,988.06
8	$100,307.52
9	$104,821.36
10	$109,538.32
11	$114,467.54
12	$119,618.58

Driver Engineer/EMT	
Step	Base Pay
1	$74,997.99
2	$78,372.90
3	$81,899.68
4	$85,585.16
5	$89,436.49
6	$93,461.14
7	$97,666.89
8	$102,061.90
9	$106,654.68
10	$111,454.14
11	$116,469.58
12	$121,710.71

Driver Engineer/Paramedic	
Step	Base Pay
1	$79,920.30
2	$83,516.71
3	$87,274.97
4	$91,202.34
5	$95,306.44
6	$99,595.23
7	$104,077.02
8	$108,760.49
9	$113,654.71
10	$118,769.17
11	$124,113.78
12	$129,698.90

Lieutenant	
Step	Base Pay
1	$86,567.63
2	$90,463.17
3	$94,534.01
4	$98,788.04
5	$103,233.51
6	$107,879.01
7	$112,733.57
8	$117,806.58
9	$123,107.88
10	$128,647.73
11	$134,436.88
12	$140,486.54

Captain	
Step	Base Pay
1	$94,174.74
2	$98,412.60
3	$102,841.17
4	$107,469.02
5	$112,305.13
6	$117,358.86
7	$122,640.01
8	$128,158.81
9	$133,925.95
10	$139,952.62
11	$146,250.49
12	$152,831.76

April 1, 2027

Firefighter/EMT	
Step	Base Pay
1	$65,785.12
2	$68,745.45
3	$71,839.00
4	$75,071.75

Firefighter/ Paramedic	
Step	Base Pay
1	$77,394.26
2	$80,877.00
3	$84,516.47
4	$88,319.71
5	$92,294.10
6	$96,447.33
7	$100,787.46
8	$105,322.90
9	$110,062.43
10	$115,015.24
11	$120,190.92
12	$125,599.51

Driver Engineer/EMT	
Step	Base Pay
1	$78,747.89
2	$82,291.54
3	$85,994.66
4	$89,864.42
5	$93,908.32
6	$98,134.19
7	$102,550.23
8	$107,164.99
9	$111,987.42
10	$117,026.85
11	$122,293.06
12	$127,796.25

Driver Engineer/Paramedic	
Step	Base Pay
1	$83,916.31
2	$87,692.55
3	$91,638.71
4	$95,762.46
5	$100,071.77
6	$104,575.00
7	$109,280.87
8	$114,198.51
9	$119,337.44
10	$124,707.63
11	$130,319.47
12	$136,183.85

Lieutenant	
Step	Base Pay
1	$90,896.01
2	$94,986.33
3	$99,260.71
4	$103,727.45
5	$108,395.18
6	$113,272.97
7	$118,370.25
8	$123,696.91
9	$129,263.27
10	$135,080.12
11	$141,158.72
12	$147,510.87

Captain	
Step	Base Pay
1	$98,883.48
2	$103,333.23
3	$107,983.23
4	$112,842.47
5	$117,920.38
6	$123,226.80
7	$128,772.01
8	$134,566.75
9	$140,622.25
10	$146,950.25
11	$153,563.01
12	$160,473.35

PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, I.A.F.F., INC.

August 29, 2024

VIA EMAIL:chuff@village-npb.org

Mr. Chuck Huff
Village of North Palm Beach Manager
501 US Highway 1
North Palm Beach, FL 33408

Dear Mr. Huff,

Please allow this letter to serve as notice that the proposed 2024-2027 Collective Bargaining Agreement between the Village of North Palm Beach and Professional Firefighters/Paramedics of Palm Beach County, Inc. IAFF Local 2928 was voted on during three meetings held on Tuesday August 27, Wednesday, August 28 and Thursday, August 29, 2924. The membership is in favor of the proposed agreement.

If you should need any additional information regarding this ratification vote, please do not hesitate to contact me.

Sincerely,

Angelo D'Ariano
Secretary/ Treasurer

Cc: Chief J. D. Armstrong
Mark Floyd

"One Union One Family"

VILLAGE OF NORTH PALM BEACH
HUMAN RESOURCES DEPARTMENT

TO: Honorable Mayor and Council

THRU: Charles D. Huff, Village Manager

FROM: Jennifer Cain, Director of Human Resources

DATE: September 12th, 2024

SUBJECT: **MOTION – Approval of salary increase for the Village Manager**

Each year, all Village employees are evaluated on their performance during the previous twelve months and typically receive either merit increases based upon a final numeric score or step-plan increases in accordance with the applicable collective bargaining agreements. Those performance evaluations are completed by the respective first line supervisors in conjunction with the respective employee's anniversary (hire) date or date of promotion, whichever is applicable.

Likewise, the Village Manager is evaluated by all five members of the Village Council. The numeric scores of those five performance evaluations are added together to establish a total score. That score is then converted to a percentage score, which determines the increase in salary.

The evaluation form consists of eight categories with numerical ratings from zero (performance needs immediate improvement) to four (exceptional). This year, out of a possible high score of 160, the Manager received a score of 134.5, Exceptional Level I. As shown on the attached performance evaluation calculation sheet, the Manager's merit increase is calculated at 4.0%. The effective date of the merit increase is retroactive to February 9th, 2024.

A comprehensive compensation study was conducted in 2024 to bring all positions to the 60th percentile based on our comparators with the intent to implement the results of the study on October 1st, 2024 pending the approval of the FY2025 budget and pay plan. The compensation study resulted in a calculation of the Village Manager's salary at the 60th percentile of $245,586.55/annually, a 24.28% increase over the 4% merit calculation. An increase of 14.09% over the 4% merit calculation to $230,000.00/annually is necessary in order to avoid inequity and compaction in the newly proposed pay plan.

Article IV, section 2(c) of the Village Charter provides that "the compensation of the manager shall be fixed by the council." Consequently, any adjustment to the Village Manager's salary must be approved by the Village Council.

The attached performance evaluation calculation sheet and compensation study data have been provided by the Human Resources Department.

Recommendation:

Village Administration requests Council consideration and approval of a motion granting: (1) a merit increase of 4.0% to the Village Manager based on the total score of each Councilmember's performance evaluation retroactive to February 9th, 2024, and (2) any additional salary adjustment that the Village Council wishes to make based on the compensation study and pay plan implementation over the merit increase to be effective on October 1st, 2024 and directing Village Administration to process same.

Village Manager

Performance Evaluation Calculation Sheet

Employee Name: Chuck Huff **FY:** 2023/2024

Performance Criterion	Council 1	Council 2	Council 3	Council 4	Council 5	Total
1. Budget and Cost Control	3	4	4	4	3	18
2. Improvement of Village Operations	3	3	3	4	2	15
3. Staff Development, Supervision and Leadership	4	3	4	4	3	18
4. Citizen Engagement	4	3.5	4	4	2	17.5
5. Relationship with Village Councilmembers	4	3	4	4	3	18
6. Intergovernmental Relations	3	3	4	4	3	17
7. Job Competency	3	3	3	4	3	16
8. Development and Achievement of Goals	2	2	4	4	3	15

Explanation of Evaluation Score Calculation

Score Column - Includes the rating assigned to each performance criterion by your supervisor; scores were assigned based on the following scale:

Exceptional	**4.0**
Meets Expectations	**3.0**
Average Performance	**2.0**
Below Average	**1.0**
Needs Immediate Improvement	**0.0**

Total Score - The sum of all scores given by Council

Final Evaluation Score - The total score is compared to the Scale for Evaluation Scores to determine the Final Evaluation Score and Merit Increase.

TOTAL SCORE	**134.5**

Scale for Evaluation Scores		
Exceptional Level III	151-160	6.00%
Exceptional Level II	141-150	5.00%
Exceptional Level I	129-140	4.00%
Successful Level II	119-128	3.00%
Successful Level I	107-118	2.00%
Below Standards	Below 107	0.00%

Final Evaluation Score:

Exceptional Level I

Annual Evaluation Report: Accomplishments February 9, 2023 thru February 9, 2024

Date: June 20, 2024

Chuck Huff

Summary of Accomplishments

Since my appointment as the Village Manager of North Palm Beach on February 9, 2023, I have focused on key projects that align with the Citizens Master Plan and address critical infrastructure needs. Below are the specific projects and their respective achievements:

1. **Twin City Mall Redevelopment Framework:**
    - Developed a comprehensive regulatory framework for the redevelopment of the Twin City Mall site.
    - Ensured alignment with the Citizens Master Plan, promoting sustainable and community-centered development.
    - Facilitated community engagement sessions to gather input and secure support from residents.
2. **Stormwater Master Plan:**
    - Led the development of a Stormwater Master Plan, identifying crucial improvements for water conveyance and quality.
    - Conducted thorough assessments to pinpoint areas needing immediate attention to mitigate flooding and enhance water management.
    - Secured funding and initiated the first phase of infrastructure upgrades.
3. **US1 Bridge Replacement Project:**
    - Collaborated effectively with the Florida Department of Transportation (FDOT) to finalize designs for the US1 Bridge Replacement.
    - Coordinated stakeholder meetings to ensure that the project meets local needs and minimizes disruption.
4. **Prosperity Farms Road Bridge Replacement:**
    - Worked closely with Palm Beach County to complete designs for the Prosperity Farms Road Bridge Replacement.
    - Facilitated inter-agency cooperation, ensuring that all regulatory requirements were met.
5. **Annexation Plan:**
    - Developed and executed an annexation plan for three areas on the north end of the Village.
    - Completed the plan within an unprecedented six days, demonstrating exceptional efficiency and strategic planning.
    - Ensured comprehensive communication with affected areas, resulting in a smooth transition and integration into the Village.
6. **Residential Zoning Codes Review and Update:**
    - Conducted a thorough review and revision of the residential zoning codes.

- Addressed massing concerns of new residential constructions to better align with the character and scale of existing neighborhoods.
- Engaged with residents and stakeholders to incorporate their feedback, ensuring the updates meet community needs and preserve neighborhood aesthetics.

7. **Strategic Plan Refinement:**
   - Continued to refine the Strategic Plan for the Village, revisiting it each year to develop an annual financial plan addressing community priorities.
   - Facilitated workshops and meetings to gather input and ensure alignment with the long-term vision of the Village.
8. **Comprehensive Annual Budget:**
   - Prepared a comprehensive annual budget that maintained productive levels of service and addressed the need for a five-year capital plan.
   - Ensured fiscal responsibility while supporting strategic initiatives and infrastructure projects.
9. **Employee Recruitment:**
   - Recruited quality employees to lead key positions in multiple departments.
   - Focused on attracting talented professionals to enhance the efficiency and effectiveness of Village operations.
10. **Community Development Software:**
    - Implemented e-permitting and e-plan review systems to streamline community development processes.
    - Enhanced efficiency and transparency in permitting and plan review, benefiting residents and developers alike.
11. **Connect Club Drive to NPBCC:**
    - Advanced the project to connect Club Drive to the North Palm Beach Country Club (NPBCC) as outlined in the Master Plan.
    - Improved accessibility and connectivity within the Village.
12. **US1 Turning Movements:**
    - Evaluated and facilitated right-hand turning movements onto and off US1.
    - Improved traffic flow and safety at key intersections.
13. **Recreation Programming:**
    - Developed new recreation programming options, including Garden Fest, Heritage Kickoff Party & Golf Cart Parade, Earth Day/Bird Village, additional classes in the Recreation and Library departments, Power Squadron (Boating Safety), NPB Symphony events, Garden Club activities, and a winter camp.
    - Enhanced community engagement and recreational opportunities for residents of all ages.
14. **Ongoing CALEA and FDLE Certification:**
    - Maintained ongoing certification with CALEA (Commission on Accreditation for Law Enforcement Agencies) and FDLE (Florida Department of Law Enforcement).
    - Contributed to North Palm Beach being recognized as the 4th safest city in Florida.
15. **Enhanced Citizen Services:**

- Implemented initiatives to enhance citizen services and improve the overall resident experience.
- Focused on responsiveness and quality in service delivery.

16. **National GFOA Awards:**
    - Maintained the national Government Finance Officers Association (GFOA) Awards for the Village's Audit and Budget.
    - Ensured adherence to high standards of financial reporting and budgeting.
17. **Process Refinement:**
    - Initiated the Work Innovations Program to refine processes, including GIS and an online permitting portal.
    - Improved efficiency and accessibility of Village services.
18. **Village Marketing and Branding:**
    - Launched a Village Marketing and Branding Program, including a new outreach initiative through Zencity.
    - Enhanced communication and engagement with the community.
19. **Increased LPR Deployment:**
    - Increased License Plate Reader (LPR) deployment with the new FLOCK system.
    - Enhanced public safety and crime prevention capabilities.

Budget and Cost Control

Over the past year, I have successfully achieved the financial objectives outlined in the annual budget through thorough and effective preparation and management. By implementing stringent budgetary measures and ensuring the judicious and economical utilization of manpower, materials, and equipment, I have been able to control both operational and capital costs effectively. The budget preparation and review process was meticulously developed and administered, adhering to the requirements of the Village Charter and meeting the expectations of the Council. Additionally, I provided the Council with timely and comprehensive reports on the financial status of the Village government, ensuring transparency and informed decision-making.

Improvement of Village Operations

This year, I have significantly increased productivity and service delivery through targeted process improvements, the application of advanced technology, and other innovative solutions. By analyzing organizational problems, identifying their causes, and implementing effective solutions using all available resources, technologies, and methods, I have streamlined operations and enhanced efficiency. Village facilities are well-maintained and visually appealing, reflecting our commitment to a high-quality living environment. Furthermore, I have fostered an open-minded approach, welcoming new ideas and suggestions for change to continually improve our services and operations.

Staff Development, Supervision, and Leadership

Over the past year, I have built a strong team of staff members who support one another to achieve specific goals and improve overall performance through focused personnel development and growth. By making sound personnel selection and placement decisions, I have ensured that each team member is well-suited to their role. I have motivated and developed staff through

leadership and training, enhancing their effectiveness and fostering a culture of courtesy, helpfulness, and sensitivity to the public. All Village personnel are treated in a fair and equitable manner, with disciplinary actions taken when appropriate. Effective communication with Village employees has been a priority, and I have created appropriate courses of action to achieve Council-set goals. By directing and developing an effective team, I have encouraged decision-making, instilled confidence, and emphasized mutual support.

Citizen Engagement

This year, I have effectively addressed citizens' issues and concerns quickly, effectively, and courteously, ensuring their involvement in the strategic direction of the Village and keeping them well-informed about issues, opportunities, and actions. By handling disputes and complaints in a timely, equitable, and effective manner, I have demonstrated sensitivity to the opinions and concerns of both residents and members of the organization. I have remained available and visible to the residents of North Palm Beach, ensuring accessibility and approachability. Additionally, I have accurately and equitably presented Council policies and positions on various issues to both citizens and the Village organization. Acknowledging the Council's role in policy establishment, I have maintained effective communication with Village residents, fostering a transparent and responsive government.

Relationship with Village Council Members

This year, I have emphasized the importance of teamwork and leadership in my relationship with the Village Council. By keeping the Council informed in an appropriate and timely manner on matters critical to their policymaking role, I have ensured they have the information needed to make informed decisions. I have provided information equally to all Council members, ensuring transparency and fairness. I have anticipated Council requests and followed up promptly, demonstrating responsiveness and dedication. Remaining available to the Council for official business, either personally or through designated subordinates, has been a priority. Additionally, I have reported departmental and staff activities to the Council in a timely and appropriate manner, and advised them on relevant legislation and public policy developments affecting the Village of North Palm Beach.

Intergovernmental Relations

Throughout the past year, I have built strong relationships with other municipalities, local agencies, and governmental organizations to effectively represent the Village of North Palm Beach. By dealing effectively with other governmental agencies at all levels, I have ensured the Village's interests are well-represented and advocated for. I have developed and administered cooperative agreements and contracts when appropriate, fostering collaboration and resource sharing. Additionally, I have stayed abreast of issues, concerns, and trends affecting local municipalities, ensuring that the Village remains proactive and well-informed in its intergovernmental relations.

Job Competency

Throughout the past year, I have consistently demonstrated the requisite knowledge, skills, creativity, orientation, and drive necessary to successfully perform my job responsibilities. I have executed Council policies in a timely and appropriate manner, ensuring alignment with the Village's strategic objectives. Effective communication has been a cornerstone, as I have

conveyed information clearly, easily understood, and directly to the point. Anticipating, planning, and prioritizing future needs and programs while acknowledging potential challenges has enabled proactive management of Village affairs. My comprehensive understanding of the problems and issues facing North Palm Beach has informed strategic decision-making and policy recommendations to the Council. I have diligently presented all available alternatives to the Council before making recommendations, ensuring informed decision-making. Additionally, I have adapted to and effectively dealt with unanticipated conditions and situations, demonstrating flexibility and resilience in managing Village operations.

Development and Achievement of Strategic Goals

Over the past year, I have made significant progress towards advancing the Village of North Palm Beach's long-term strategic goals, with a strong emphasis on enhancing quality of life and ensuring financial sustainability. I have effectively planned and executed both short-term and long-term goals and objectives as outlined in the Village's Mission Statement, aligning all actions with the overarching vision for the community's future. By maintaining organizational priorities that reflect the Village's stated mission and goals, I have ensured that every initiative and decision contributes to the overall improvement of services, infrastructure, and community welfare. This focused approach has not only driven tangible advancements but also reinforced our commitment to meeting the evolving needs of residents and stakeholders in North Palm Beach.

Conclusion

The past year has been marked by significant progress and strategic developments that are crucial for the growth and sustainability of North Palm Beach. These accomplishments reflect my commitment to efficient project management, stakeholder collaboration, and alignment with the Citizens Master Plan. I look forward to continuing this momentum and achieving further milestones in the upcoming year.

Position:	Village Manager		
Incumbent(s)	**Department:**	**Hire Date:**	**Base Salary:**
Charles Huff	Village Manager	2/9/2023	$190,000.00
	Original Hire Date:	9/11/2006	
Survey Data:			
Village of North Palm Beach	**Village Manager**	**$190,000.00**	
Village of Tequesta	Village Manager	$210,517.00	
City of Stuart	City Manager	$236,250.00	
Town of Palm Beach	Town Manager	$312,836.00	
City of Riviera Beach	City Manager	$243,285.59	
City of Greenacres	City Manager	$249,038.00	
City of Delray Beach	City Manager	$239,428.00	
City of Boca Raton	City Manager	$290,000.00	
Town of Jupiter	Town Manager	$236,250.00	

Average Pay Calculation	$252,200.57	
50th Percentile	$241,356.80	
60th Percentile	$245,586.55	
75th Percentile	$279,759.50	

Others for Reference:		
City of Lake Worth Beach	City Manager, Interim	$212,180.00
Martin County BOCC	County Administrator	$233,466.00
Town of Lantana	Town Manager	$210,687.00
Village of Royal Palm Beach	Village Manager	$239,690.00
Village of Wellington	Village Manager	$249,375.00
City of Palm Beach Gardens	City Manager	$363,761.00
City of West Palm Beach	City Administrator	$305,803.00

Recommendation:

4% Increase =	**$197,600.00**	
60th Percentile =	**$245,586.55**	24.28% percent increase
	$230,000.00	14.09% percent increase

*60th Percentile would allow us to move our ranges to appropriately adjust internal pay grades from the compensation study. A 4% increase will cause compaction issues with internal Leadership staff. Without adjusting the Manager position appropriately to a minmum of $230,000.00, all Village Staff salary ranges are affected.