



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JANUARY 23, 2020
7:30 PM

Darryl C. Aubrey
Mayor

Mark Mullinix
Vice Mayor

David B. Norris
President Pro Tem

Susan Bickel
Councilmember

Deborah Searcy
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

ROLL CALL

INVOCATION – MAYOR AUBREY

PLEDGE OF ALLEGIANCE – VICE MAYOR MULLINIX

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

1. Minutes of the Regular Session held 12/12/19

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

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.

2. **MOTION** – Payment of Change Order #1 and Final Pay Application in the amount of \$124,263.75 to Ferreira Construction Southern Division Company, Inc for the Pepperwood Circle South and Anchorage Drive Culvert Repair project.
3. **MOTION** – Approval and ratification of Change Order #1 from Republic Construction Corporation in the amount of \$1,952 to perform HVAC, plywood and drywall tasks defined in architect plan revision #1.

4. **RESOLUTION** – Announcing the date of the Village General Election and Run-off Election, designating voting locations, authorizing and delegating certain duties to the Supervisor of Elections and providing for the composition of the Village's canvassing board.
5. **RESOLUTION** – Amending Resolution No. 2018-105 to modify the payment schedule for the Lease Agreement with Leasing 2, Inc. for the Sutphen Fire Engine; and authorizing the Village Manager to execute an amended Exhibit to the Lease Agreement.
6. **RESOLUTION** – Approving the sole source purchase of radio equipment for the Police Department from Citation Communications at a total cost of \$52,919.30.
7. **RESOLUTION** – Approving a Blanket Purchase Order to GL Staffing Services, Inc. for temporary Sanitation Collector staffing in an amount not to exceed \$22,500.
8. **RESOLUTION** – Approving a First Amendment to the License Agreement with JKTA, LLC to occupy space at the North Palm Beach Country Club to operate a Tennis Academy; and authorizing execution of the Amendment.
9. Receive for file Minutes of the Library Advisory Board Meeting held 11/26/19.
10. Receive for file Minutes of the Planning Commission meeting held 12/3/19.
11. Receive for file Minutes of the Golf Advisory Board meeting held 12/16/19.

OTHER VILLAGE BUSINESS MATTERS

12. **RESOLUTION – LAKESIDE PARK BULKHEAD PROJECT** Approving a proposal from Engenuity Group, Inc., to provide professional engineering services for the Lakeside Park Bulkhead Project at a total cost of \$52,712; and authorizing execution of all required documents.
13. **RESOLUTION – STORMWATER REPAIR PROJECTS** Approving a Contract with D.S. Eakins Construction Corporation in the amount of \$87,543 for stormwater repairs on Country Club Drive, Dory Road South, Doolen Court and Ebttide Drive; and authorizing execution of the Contract.
14. **RESOLUTION – LIBRARY ROOF EMERGENCY REPAIRS** Approving and ratifying emergency repairs to the Village Library roof mansard by Commercial Roof Maintenance Systems, LLC at a total cost of \$32,812.78.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

15. Review of Village Manager Evaluation Format

VILLAGE MANAGER MATTERS/REPORTS

16. FEMA Map Changes
17. Design Concepts for the US1 and Prosperity Farms Road Bridges
18. Country Club Membership Options

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
DECEMBER 12, 2019**

Present:

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

ROLL CALL

Mayor Aubrey called the meeting to order at 7:30 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Aubrey gave the invocation and Vice Mayor Mullinix led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held November 14, 2019 were approved as written.

DECLARATION OF EX PARTE COMMUNICATIONS

There were no declarations of ex parte communication related to the Special Exception Application item on the Agenda.

PUBLIC HEARING AND MOTION – SPECIAL EXCEPTION APPLICATION – GREGORY AND VIRGINIA KELLER – 2750 OMEGA PLACE – Consideration of an application for a Special Exception from Section 18-35(3) of the Village Code of Ordinances requiring that boats be stored at least five feet from the rear property line.

Community Development Director Jeremy Hubsch discussed and explained the application for the Special Exception. Mr. Hubsch stated that due to the orientation of the home and the location of the attached garage, the applicants were unable to meet the code requirement which states that a boat must be stored within at least five feet of the rear property line. The only location that the applicant's boat can be stored would be within the rear set back. Mr. Hubsch reviewed and described the property through photographs provided by the applicant. Mr. Hubsch explained that any property owner that does not meet the rear setbacks is eligible to apply for a Special Exception and that the applicant must meet the criteria by demonstrating that due to the size, shape, or configuration of the property there is no suitable alternative storage location on the property. The applicant must meet all other requirements of the code including but not limited to required screening. Mr. Hubsch stated that staff was of the opinion that the property meets the criteria for the Special Exception due to the fact that there were no other alternative locations to store the boat and the applicant was able to meet the screening requirements. Staff's recommended conditions for approval were that the storage shall be in conformance with what has been presented and that the Special Exception shall not run with the property and a new approval would be required if there is a change in the boat that is stored or if the property changed ownership.

PUBLIC HEARING AND MOTION – SPECIAL EXCEPTION APPLICATION – GREGORY AND VIRGINIA KELLER – 2750 OMEGA PLACE *continued*

The applicant, Mr. Keller introduced himself and expressed his concerns regarding the conditions for approval of his Special Exception application. Mr. Keller stated that in the future he may want to purchase another boat or a different boat. Mr. Keller discussed and explained his concerns with the condition of re-applying for Special Exception if he purchased another boat.

Mayor Aubrey opened the public hearing.

Karen Marcus, 920 Evergreen Drive, stated that Mr. Keller was her neighbor and lived around the corner from her. Mrs. Marcus stated that she does not see or notice the boat when driving by and that it did not appear offensive.

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

Attorney Rubin explained that the reason for the re-application condition was in the possible case that a new or different boat may not meet the screening requirements.

Discussion between Council and Attorney Rubin ensued regarding possible options and changes to the conditions of the Special Exception approval.

Council agreed that the conditions for approval of the Special Exception application would be storage of the boat shall be in conformance to the submitted plans and any boat stored on the property shall meet all applicable screening requirements as required by Section 18-35 of the Village Code of Ordinances.

A motion was made by Vice Mayor Mullinix and seconded by Councilmember Bickel to approve the Special Exception Application submitted by Gregory and Virginia Keller with the modified conditions for approval.

Thereafter, the motion passed unanimously.

CONSENT AGENDA

Item 9 was removed from the Consent Agenda and placed on the Regular Agenda. Thereafter, the Consent Agenda, as amended, was approved with all present voting aye. The following items were approved:

Resolution – Adopting the revised 2020 Palm Beach County Local Mitigation Strategy Plan.

Resolution – Approving a Professional Services Agreement with Florida Atlantic University (“FAU”) on behalf of The John Scott Dailey Florida Institute of Government at a total cost not to exceed \$23,062.50; and authorizing execution of the Agreement.

Resolution – Approval of a Sixth Amendment to an Agreement for Grant Services with RMPK Funding, Inc. at a cost not to exceed \$20,000.

Resolution – Approving a Contract to Florida Sidewalk Solutions for repair of sidewalk trip hazards in the amount of \$17,324.58 and authorizing execution of the Contract.

Resolution – Approving a Blanket Purchase Order to King’s Ranch Turfgrass for the purchase of Latitude 36 sod for the Country Club golf course in an amount not to exceed \$25,000.

CONSENT AGENDA *continued*

Resolution – Approving a Contract with M.R.I. Inspection, LLC in the amount of \$16,489 for the purchase and installation of a Wet Well Treatment System for snails at the Golf Course Pump Station, authorizing execution of the Contract and waiving the Village’s purchasing policies and procedures.

Receive for file Minutes of the Police & Fire Pension Board meeting held 8/20/19.

Receive for file Minutes of the Golf Advisory Board meeting held 10/21/19.

Receive for file Minutes of the Library Advisory Board meeting held 10/22/19.

Receive for file Minutes of the Planning Commission meeting held 11/5/19.

Receive for file Minutes of the Recreation Advisory Board meeting held 11/12/19.

Receive for file Minutes of the Audit Committee meeting held 11/13/19.

RESOLUTION 2019-138 – VIRTUALIZATION HARDWARE PURCHASE

A motion was made by Councilmember Bickel and seconded by Councilmember Searcy to adopt Resolution 2019-138 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF VIRTUALIZATION HARDWARE FROM DELL COMPUTERS PURSUANT TO PRICING ESTABLISHED BY A FLORIDA STATE CONTRACT FOR COMPUTER EQUIPMENT; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER \$62,150.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE INFORMATION TECHNOLOGY – MACHINERY AND EQUIPMENT CAPITAL ACCOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

Information Technology Director Michael Applegate stated that the Village’s servers were completely virtualized five years ago. Mr. Applegate explained that the hardware is now outdated. New technology is available with new securities and encryption. The purchase will be an upgrade that will support the Village for the next five to seven years.

Councilmember Searcy asked if the upgrade was an occurrence that would normally happen every five to seven years.

Mr. Applegate stated yes the new hardware and software was an upgrade to support new and improved technologies.

Mayor Aubrey asked if the servers were being replaced and if there was money in the budget for the upgrade.

Mr. Applegate stated that the old servers would not be discarded but will be used to test applications before they are deployed onto the new hardware and software and that there would be no impact to the budget.

Thereafter, the motion to adopt Resolution 2019-138 passed unanimously.

RESOLUTION 2019-139 – ENVIRONMENTAL COMMITTEE APPOINTMENT

By written ballot, the originals of which are attached to the minutes of record, the Council appointed Mary Phillips to serve as a resident member of the Environmental Committee with a term expiring April 30, 2020. Thereafter, the name of Mary Phillips was entered into Resolution 2019-139.

A motion was made by Vice Mayor Mullinix and seconded by Councilmember Bickel to adopt Resolution 2019-139 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPOINTING A RESIDENT MEMBER TO THE ENVIRONMENTAL COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

Thereafter, the motion to adopt Resolution 2019-139 passed unanimously.

RESOLUTION 2019-140 – COUNTRY CLUB EMPLOYEE PARKING LOT

A motion was made by Councilmember Searcy and seconded by Councilmember Bickel to adopt Resolution 2019-140 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A CONTRACT AWARD TO D.S. EAKINS CONSTRUCTION CORP. FOR CONSTRUCTION OF AN EMPLOYEE PARKING LOT AT THE NORTH PALM BEACH COUNTRY CLUB PURSUANT TO PRICING ESTABLISHED IN AN AGREEMENT FOR MISCELLANEOUS PUBLIC WORKS PROJECTS WITH THE CITY OF PALM BEACH GARDENS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik discussed and explained the need for an employee parking lot at the Country Club and stated that staff was pursuing the option of temporarily leasing parking spaces across the street at the corner of Yacht Club Drive and U.S. Highway 1 staff was also looking into the possibility of creating parking spaces around the maintenance barn at the Country Club. Mr. Lukasik discussed and explained the proposed design of the employee parking lot and asked for approval of the contract with D.S. Eakins in order to move forward with the project.

L. John Samadi, 512 Marlin Road, explained and discussed his concerns with moving forward with the employee parking lot project without first having design plans created by an engineer.

Discussion ensued between Council and Mr. Lukasik regarding the employee parking lot project, and the steps that would be taken to start and complete the project.

Councilmember Bickel expressed her concerns about lighting at the employee parking lot and requested sufficient lighting be installed for safety reasons.

Mayor Aubrey asked if cameras would be installed at the employee parking lot.

Mr. Lukasik stated that he would look into the option of having cameras installed at the employee parking lot and that he would be in contact with engineering to provide feedback and approval of the parking lots' construction and design.

Thereafter, the motion to adopt Resolution 2019-140 passed unanimously.

VILLAGE COUNCIL MATTERS/REPORTS *continued*

Vice Mayor Mullinix stated that the Palm Beach County organization who heads up the oyster restoration program will be coming to speak to the Village about areas they found in the Village that would be great to utilize for harvesting oysters.

Vice Mayor Mullinix stated that he attended a meeting at the North Palm Beach Chamber of Commerce where they discussed disaster resiliency. Vice Mayor Mullinix discussed and explained how disaster resiliency is measured and recommended that the Village and the County be informed on the concept in order to find ways to become more disaster resilient.

Vice Mayor Mullinix wished everyone a happy holiday and new year.

Councilmember Bickel announced that there was a group of children from the Village who would be going caroling for the holiday and if anyone was interested in joining them to please contact her.

Mayor Aubrey stated that in response to his request at a previous meeting, staff had a presentation ready regarding the compensation adjustment for Police Captains. Mayor Aubrey asked Mr. Lukasik to begin his presentation.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Lukasik began his presentation and stated that the data that he compiled was not a complete and detailed analysis of the Village's wage and salary structure. Mr. Lukasik explained recent and future wage and salary changes for the Village's union and non-union employees. Mr. Lukasik discussed a comparison of compensations for various positions within the Village. Mr. Lukasik continued by discussing wage comparisons of police employees in the Village and other municipalities. Mr. Lukasik explained how changing Captain Coliskey's title from Captain to Deputy Chief would be appropriate. Mr. Lukasik concluded the presentation by recommending a 2% adjustment to the Captains' base salary effective on the next payroll cycle and an increase in the maximum potential merit increase from 5% to 7% for both Captain Coliskey and Captain Dallesandro.

Mayor Aubrey stated that he supported changing Captain Coliskey's title to Deputy Chief. Mayor Aubrey recommended a 4% adjustment to the Captains' base salary and supported the 5% to 7% maximum potential merit increase.

Councilmember Searcy stated that she supported changing Captain Coliskey's title to Deputy Chief but was not comfortable with a salary adjustment that was greater than what staff recommended. Councilmember Searcy stated that there were other staff salaries within the Village that would also need to be evaluated and possible adjustments made before any major changes were made.

Councilmember Bickel asked why there were fewer positions in the Village's Police Department compared to other municipalities.

Chief Richard Jenkins explained that positions in the Village's Police Department were dropped during the economic recession.

Councilmember Bickel stated that she supported changing Captain Coliskey's title to Deputy Chief and would also support a 2% to 3% salary adjustment.

VILLAGE MANAGER MATTERS/REPORTS *continued*

President Pro Tem Norris stated that he supported changing Captain Coliskey's title to Deputy Chief and would also support a 4% salary adjustment.

Vice Mayor Mullinix stated that he agreed with the recommendations of changing Captain Coliskey's title to Deputy Chief and would also support a 4% salary adjustment.

Council came to consensus to change Captain Coliskey's title to Deputy Chief, raise Captain Coliskey and Captain Dallesandro's base salaries by 4%, and increase the maximum potential merit increase from 5% to 7%.

Mr. Lukasik stated that a Resolution would be brought back to adjust the wage and salary schedule and implement the Deputy Chief position. The 4% salary adjustment would be reflected on the next possible payroll.

Chief Jenkins thanked Mr. Lukasik and Council.

Mr. Lukasik and staff gave an update on the Country Club Clubhouse project.

Country Club General Manager Beth Davis gave an update on the Country Club Clubhouse Grand Opening Event taking place on December 21st and also gave updates on upcoming Country Club events.

Community Development Director Jeremy Hubsch gave an overview and explanation of the Planning Commission's recommendations for the Country Club marquee sign.

Discussion ensued between Council, staff and Attorney Rubin regarding the design and color options for the Country Club marquee sign.

Council gave their design and color recommendations and came to consensus to move forward with the Country Club Clubhouse marquee sign.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:04 p.m.


Jessica Green, MMC, Village Clerk

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Steven J. Hallock, Director of Public Works

DATE: January 23, 2020

SUBJECT: **MOTION – Payment of Change Order #1 and Final Pay Application for the Pepperwood Circle South and Anchorage Drive Culvert Repair project in the amount of \$124,263.75 to Ferreira Construction Southern Division Company, Inc.**

In accordance with the Village's Accounting Policies & Procedures Manual, a Certificate of Completion and an Application for Final Payment must be completed and forwarded to the Mayor and Council for approval if the project exceeds \$100,000.

Pepperwood Circle South and Anchorage Drive Culvert Repair Contract:

- Original Contract Amount: \$123,263.75
- Contingency Budget: \$ 12,325.00
- FY 2019 Project Budget: \$143,624.00
- Change Order #1: \$ 1,000.00
- Final Project Cost: \$124,263.75

This project was completed on time and under budget. Change order #1 was to remove, dispose of and replace one section of sidewalk that was a tripping hazard, but not included in the original project scope.

Recommendation:

Village Administration requests Council consideration and approval of a motion approving the Payment of Change Order #1 and Final Pay Application for the Pepperwood Circle South and Anchorage Drive Culvert Repair project in the amount of \$124,263.75 to Ferreira Construction Southern Division Company, Inc. in accordance with Village policies and procedures.



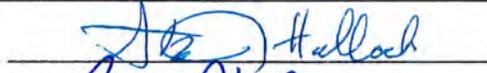
**Village of North Palm Beach
Final Project Completion & Payment Authorization Form**

Project Name: Pepperwood Circle Project Completion Date: 12/20/2019
 Vendor: Ferreira Construction Company, Inc. Final Payment Request: \$124,263.75

Budgeted Amount:	<u>\$143,624.00</u>	Original Contract Amt:	<u>\$123,263.75</u>
Budgeted Account Number:	<u>17321-66210</u>	Net Change Order:	<u>\$1,000.00</u>
Resolution/Ordinance Number:	<u>2019-92</u>	Retainage:	<u>\$0.00</u>
Purchase Order Number:	<u>101445</u>	Credits:	<u>\$0.00</u>
Permit Number:	<u>20191931</u>	Adjustments:	<u>\$0.00</u>
		Final Payment:	<u>\$124,263.75</u>

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

- X Architect/Engineer final Inspection and Certificate for Payment.
- X An affidavit that payrolls, bills for materials and equipment and other indebtedness connected with the work have been paid or otherwise satisfied.
- X Evidence of insurance and renewability.
- X A consent of surety, if any, to final payment.
- X If required by the Village, other data establishing payment or satisfaction of obligations.
- X Release of liens provided by the Contractor.

Project Manager:  Date: 12/27/19
 Dir. Of Community Development:  Date: 12/30/19
 Village Manager:  Date: 12/30/19

Note: Council Action required on all projects exceeding \$100,000 for final closeout and release of contractual retainage.



ENGINEERS SURVEYORS GIS MAPPERS

ANDRE RAYMAN, P.E.
KEITH B. JACKSON, P.E.
LISA A. TROPEPE, P.E.
ADAM SWANSON, P.E., LEED AP
JENNIFER MALIN, P.E.

January 10, 2020

Village of North Palm Beach
Attn: Steve Hallock, Public Works Director
645 Prosperity Farms Road
North Palm Beach Florida 33408

**Re: Pepperwood Circle S. and Anchorage Dr. Culvert Repairs
North Palm Beach, Florida 33408
Project No. 03045.128**

ENGINEER'S CERTIFICATE OF COMPLETION

As a licensed professional engineer in the State of Florida, to the best of my knowledge, information, and belief, it is my professional opinion that based on field reviews conducted under my responsible charge, the drainage improvements for the both of the referenced projects have been constructed in substantial accordance with the approved construction plans.

Sincerely,

Keith B.
Jackson, P.E.
(Fla Reg #
37289)

Digitally signed by
Keith B. Jackson, P.E.
(Fla Reg # 37289)
Date: 2020.01.10
17:45:29 -05'00'

Keith B. Jackson, P.E.
Florida License No. 37289

Pay Request

CONTRACTOR:
FERREIRA CONSTRUCTION CO. INC.
 13000 SE Flora Ave
 Hobe Sound, FL 33455

Project Name: Pepperwood Circle South & Anchorage Drive Culvert Repairs

Purchase Order No. 101355 / 101455

PERIOD FROM: 11/11/2019

APPLICATION NO: 1
 APPLICATION DATE: 12/18/2019
 PERIOD TO: 12/12/2019

ACTIVITY ID/CLIN #	A DESCRIPTION OF WORK	B QUAN	UNIT	C UNIT COST	D TOTAL SCHEDULED VALUE	Ea PREVIOUS QUANTITY	Fa QUANTITY THIS PERIOD	WORK COMPLETED				H		I	J	
								E FROM PREVIOUS APPLICATION (G)	F THIS PERIOD (C)	G STORED MATERIAL TO DATE	CLIN TOTAL TO DATE	CLIN TOTAL THIS PERIOD	TOTAL COMPLETED & STORED TO DATE (E + F + G)	% COMP. (G + C)	BALANCE TO FINISH (D - G)	RETAINAGE
1	Pepperwood/Anchorage Culvert Repairs	1	LS	\$123,263.75	\$123,263.75	0.00	1.00	\$0.00	\$ 123,263.75	\$ -			\$ 123,263.75	1	\$ -	
2	Change Order / Sidewalk Remove & Replace	0	LS	\$ 1,000.00	\$ -	0.00	0.00	\$0.00	\$ 1,000.00	\$ -			\$ 1,000.00	0	\$ -	
			LS		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	
			LS		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	
			LS		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	
			LS		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	
			LS		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	
			LS		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	
			LS		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	
			EA		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	
			LF		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	\$ -
			LF		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	\$ -
			LF		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	\$ -
			LF		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	\$ -
			EA		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	\$ -
			TON		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	\$ -
			SY		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	\$ -
			LF		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	\$ -
			LF		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	\$ -
			CY		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	\$ -
			LF		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	\$ -
			SY		\$ -	0.00	0.00	\$0.00	\$ -	\$ -			\$ -	0	\$ -	\$ -
													0			
													0			
													0			
TOTALS					\$124,263.75	\$123,263.75		\$0.00	\$124,263.75	\$0.00	\$0.00	\$0.00	\$124,263.75		\$0.00	\$0.00

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$9,710.23, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Ferreira Construction Co, Inc. on the job of # 4253 Pepperwood Circle S and Anchorage Drive Culvert: to the following described property:

Village of North Pam Beach
Pepperwood Circle South and Anchorage Drive Culvert Repair
Palm Beach Gardens, FL 33410

Bond # 47-SUR-300088-01-0199 Recorded in Palm Beach County, FL Book 30896 PG 0527

State of FLORIDA

County of DUVAL

DATED this 16th day of December, 2019

Core & Main LP
P.O. Box 28330
St Louis, MO 63146

By: *Sharnell Merklng*

Printed Name: Sharnell Merklng

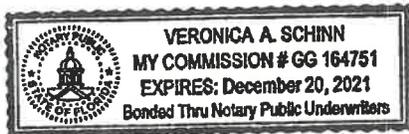
STATE OF FLORIDA

COUNTY OF DUVAL

BEFORE ME, this 16th day of December, 2019 the undersigned officer, personally appeared Sharnell Merklng of Core & Main, LP, who is personally known to me, and who is known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument in the capacity and for the purposes therein expressed.

Veronica A Schinn

Notary Public, State of FLORIDA



WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of \$1,227.29, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to Ferreira Construction Co, Inc. on the job of # 4253 Pepperwood Circle S and Anchorage Drive Culvert: to the following described property:

Village of North Palm Beach
Pepperwood Circle South and Anchorage Drive Culvert Repair
Palm Beach Gardens, FL 33410

Bond # 47-SUR-300088-01-0199 Recorded in Palm Beach County, FL Book 30896 PG 0527

State of Florida
County of Palm Beach
DATED this 14th day of December, 2019



Concrete Products of the Palm Beaches, Inc.
P.O. Box 9605
Riviera Beach, FL 33419

By: [Signature]
Printed Name: Manny Rodriguez - Vp.

STATE OF Florida
COUNTY OF Palm Beach

BEFORE ME, this 14th day of December, 2019 the undersigned officer, personally appeared Manny Rodriguez of Concrete Products of the Palm Beaches, Inc., who is personally known to me, and who is known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument in the capacity and for the purposes therein expressed.

[Signature]
Notary Public, State of Florida



Jessica K. Mollineaux
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG069940
Expires 2/15/2021

CERTIFICATE OF CONTRACT COMPLETION and CONTRACTOR'S AFFIDAVIT

CONTRACTOR: Ferreira Construction

CONTRACT FOR: Pepperwood / Anchorage Culvert repairs

CONTRACT DATE: 11/12/2019 THEA PROJECT NO.: _____

I CERTIFY: That the work under the above named contract, including all amendments thereto, has been satisfactorily completed; that all charges or bills for labor or services performed or materials furnished, and other charges against the project, including those incurred by Subcontractors, have been paid in full and in accordance with the terms of the contract; that no liens have attached against the property and improvements of Owner; that no notice of intention to claim liens is outstanding; that no suits are pending by reasons of work on the project under the contract; that all Workmen's Compensation claims have been settled and that no public liability claims are pending. Affidavit is made for the purpose of obtaining final payment on said contract.

CONTRACTOR.

BY: *John Cabattari*
Signature

JOHN CABATTARI
Printed Name

VICE President
Printed Title

Sworn to and subscribed before me, a notary public, this 18 day of Dec, 2019.

Cecilia Klein
Notary Public

My commission Expires: 6/29/2023





December 18, 2019

Village of North Palm beach

645 Prosperity farms Road

North Palm Beach, FL 33408

Attn: Steve Hallock

Project: Pepperwood/Anchorage Culvert Repairs

Ferreira Construction Southern Division Co., Inc. hereby warrants all materials and work contract PO# 101355/101455 Pepperwood /Anchorage culvert repairs.

All work was performed with good workmanship and was in accordance with all Contract Documents and industry standards. Ferreira Construction warrants all work for a period on 1 year in accordance with the contract substantial completion date of December 12, 2019 for this project.

Very Respectfully

Nate Westall, Project Manager

Ferreira Construction Southern Division Co., Inc.

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

TO: Honorable Mayor and Council
THRU: Andrew D. Lukasik, Village Manager
FROM: Steven J. Hallock, Director of Public Works
DATE: September 12, 2019
SUBJECT: **RESOLUTION – Approving a Contract with Ferreira Construction Southern Division Co., Inc. for Pepperwood Circle South and Anchorage Drive Culvert Repairs in the amount of \$123,263.75**

The Village has been monitoring the condition of the drainage system on Pepperwood Circle South for an extended period. Staff is presently repairing sink holes and depressions as they appear from our monitoring or resident comments. In 2016, Staff attempted to clean and televise the stormwater pipe and perform cured-in-place pipe lining; however, the pipe is in such poor condition that work had to be stopped before the stormwater pipe and driveways collapsed.

Village Staff considers this project to be a critical repair and proposed reallocating Infrastructure Surtax dollars to fund it. The Infrastructure Surtax Committee agreed to reprioritize it on April 5, 2019, and Village Council accepted this recommendation on April 11, 2019. Village Council also identified it as a high priority during its strategic planning session on April 29, 2019. All Village Council members used one (1) of their votes for the project and it ranked 8.2.

Village Council approved a Continuing Contract for Professional Engineering Services with Engenuity Group, Inc. through the adoption of Resolution No. 2016-30. As approved by Village Council, Staff utilized this Contract to prepare the engineering specifications.

On July 25, 2019, the Village issued an Invitation for Sealed Bids for Pepperwood Circle South and Anchorage Drive Culvert Repairs. This solicitation was advertised in the Palm Beach Post, and was posted on both the Village website and Demand Star, where it received wide distribution. Six (6) vendors attended the mandatory pre-bid meeting held at Public Works Department. However, the Village received only the following four (4) qualified bid proposals at the time of bid opening:

Rank	Vendor	Cost
1	Ferreira Construction	\$123,263.75
2	Johnson-Davis	\$144,000
3	Hinterland Group	\$147,000
4	D.S. Eakins Construction	\$170,117

Staff reviewed each proposal, including the price and the firm's availability to complete the work in a timely manner. The most qualified proposal was submitted by Ferreira Construction Southern Division Co., Inc. at a price of \$123,263.75. Staff has had an opportunity to check references for this company and feels confident that they are capable of performing the required work.

There are sufficient budgetary funds available for this project. In FY 2019, \$169,700 is budgeted for this project utilizing Infrastructure Surtax monies. Of this, \$26,076 has been expended for engineering

services, leaving \$143,624 in the project budget. Due to the nature of this project, Village Staff is recommending a 10% contingency of \$12,325 for a total project budget (including engineering costs) of \$161,664.75.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works/Streets and Grounds	17321-66210	Construction & Major Renovation	\$123,263.75

Recommendation:

Village Administration requests Council consideration and approval of the attached Resolution approving a Contract with Ferreira Construction Southern Division Co., Inc. for Pepperwood Circle South and Anchorage Drive Culvert Repairs for the amount of \$123,263.75 with funds expended from Account Number 17321-66210 (Public Works/ Streets & Grounds, Construction & Major Renovation), and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.

RESOLUTION 2019-92

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A CONTRACT AWARD TO FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC. FOR THE PEPPERWOOD CIRCLE SOUTH AND ANCHORAGE DRIVE CULVERT REPAIRS AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued an Invitation to Bid for the Pepperwood Circle South and Anchorage Drive Culvert Repairs; and

WHEREAS, the Village received four bids in response to the to the ITB, and Village Staff recommended accepting the lowest, most qualified bid proposal submitted by Ferreira Construction Southern Division Co, Inc.; and

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

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

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

Section 2. The Village Council hereby approves a Contract with Ferreira Construction Southern Division Co, Inc. for the Pepperwood Circle South and Anchorage Drive Culvert Repairs in the amount of \$123,263.75, with funds expended from Account No. I7321-66210 (Infrastructure Surtax Fund – Streets & Grounds – Construction & Major Renovation). The total project budget, including engineering costs and contingency, is \$161,664.75.

Section 3. The Village Council authorizes the Mayor and Village Clerk to execute a contract for such services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS 12TH DAY OF SEPTEMBER, 2019.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

CONTRACT

This Contract is made as of the ^{12th}~~26th~~ day of September, 2019 ("Effective Date"), by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC., a New Jersey corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 22-3334957.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the VILLAGE all goods and services requested under the **Invitation to Bid for Pepperwood Circle South and Anchorage Drive Culvert Repairs ("ITB")** and as further stated in CONTRACTOR's Bid Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF THE CONTRACTOR.

A. The CONTRACTOR shall provide all goods and services as stated in the ITB and the Specifications referenced therein in accordance with the Bid Proposal (hereinafter referred to as "Work"), which are incorporated herein by reference, 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.

B. The Work provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and upon receipt of purchase order and written Notice to Proceed from the VILLAGE.

ARTICLE 2. TERM OF CONTRACT.

A. This Contract shall remain in effect until the Work is completed, accepted, paid for by the VILLAGE and the warranty period has expired. All Work shall be completed within thirty (30) days of the VILLAGE's issuance of a Notice to Proceed.

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

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

ARTICLE 3. VILLAGE'S REPRESENTATIVE.

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

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the CONTRACTOR in accordance with CONTRACTOR's Bid Proposal in response to the ITB. The total and cumulative amount of this Contract shall not exceed **One Hundred Twenty-Three Thousand Two Hundred and Sixty-Three Dollars and Seventy-Five Cents (\$123,263.75)**.

B. CONTRACTOR shall submit an invoice(s) to the VILLAGE for said compensation on the date and time mutually agreed upon by the VILLAGE and CONTRACTOR. All invoice(s) received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

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

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

E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the VILLAGE. This certifies that all Work has 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 CONTRACTOR. The VILLAGE will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of the Work.

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

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

ARTICLE 5. INDEMNIFICATION.

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

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

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

ARTICLE 6. PERSONNEL.

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

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

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

ARTICLE 7. TERMINATION.

This Contract may be cancelled by the CONTRACTOR upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days' written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for Work rendered to the VILLAGE's satisfaction through the date of termination.

ARTICLE 8. FEDERAL AND STATE TAX.

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

ARTICLE 9. INSURANCE.

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

ARTICLE 10. SUCCESSORS AND ASSIGNS.

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

ARTICLE 11. GOVERNING LAW, VENUE AND REMEDIES.

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

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

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

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

ARTICLE 13. ACCESS AND AUDITS.

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work 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 the CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 14. NONDISCRIMINATION.

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

ARTICLE 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. AUTHORITY TO PRACTICE.

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

ARTICLE 17. SEVERABILITY.

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

ARTICLE 18. MODIFICATIONS OF WORK.

The VILLAGE reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto, based on the unit prices set forth in CONTRACTOR's Bid Proposal.

ARTICLE 19. PROTECTION OF WORK AND PROPERTY.

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

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

ARTICLE 20. 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
Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

Ferreira Construction Southern Division Co., Inc.
Attn: John Ciabattari, Vice President
13000 S.E. Flora Avenue
Hobe Sound, FL 33455

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

ARTICLE 21. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

ARTICLE 22. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 23. WAIVER.

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

ARTICLE 24. PREPARATION.

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

ARTICLE 25. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may

at its option and without notice terminate this Contract.

ARTICLE 26. EXHIBITS AND CONTRACT DOCUMENTS.

Each exhibit and other contract documents referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 27. LEGAL EFFECT.

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

ARTICLE 28. 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 29. DEFAULT.

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

1. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
2. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.
3. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the Work under this Contract on schedule as agreed to by CONTRACTOR in this Contract.

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

ARTICLE 30. WARRANTY.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection, or as otherwise stated in the Bid Proposal. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense.

ARTICLE 31. REPRESENTATIONS/BINDING AUTHORITY.

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

ARTICLE 32. 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 \$500.00 per day for each calendar day that expires after the time specified for completion in Article 2.A. Liquidated damages may be deducted from payments due to the CONTRACTOR.

ARTICLE 33. INSPECTOR GENERAL.

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

ARTICLE 34. PUBLIC RECORDS.

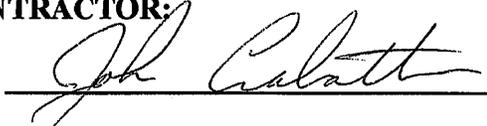
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL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

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

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

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

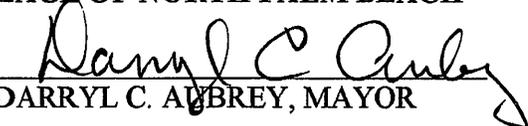
CONTRACTOR:

BY: 

Print Name: John Ciabattari

Title: Vice President

VILLAGE OF NORTH PALM BEACH

BY: 

DARRYL C. AUBREY, MAYOR

ATTEST:

BY: 

JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: 

VILLAGE ATTORNEY

This page has been left blank intentionally.



CFN 20190343499

LR BK 30896 PG 052
RECORDED 09/18/2019 09:58:48
Palm Beach County, Florida
John R. Bock, CLERK & COMPTROLLER
335 5527 - 5421 (16pgs)

AIA Document A312™ - 2010

Performance Bond

Bond No. 47-SUR-300088-01-0199

CONTRACTOR:
(Name, legal status and address)
Ferreira Construction Southern Division Co., Inc.
13000 SE Flora Avenue
Hobe Sound, FL 33455

SURETY:
(Name, legal status and principal place of business)
Berkshire Hathaway Specialty Insurance Company
1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944

OWNER:
(Name, legal status and address)
Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, FL 33408

CONSTRUCTION CONTRACT
Date:

Amount: One Hundred Twenty-Three Thousand Two Hundred Sixty-Three and 75/100 (\$123,263.75)

Description:
(Name and location)

Pepperwood Circle South and Anchorage Drive Culvert Repair

BOND

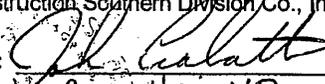
Date: September 16, 2019
(Not earlier than Construction Contract Date)

Amount: One Hundred Twenty-Three Thousand Two Hundred Sixty-Three and 75/100 (\$123,263.75)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Ferreira Construction Southern Division Co., Inc.

Signature: 
Name: John Cristofari, VP
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

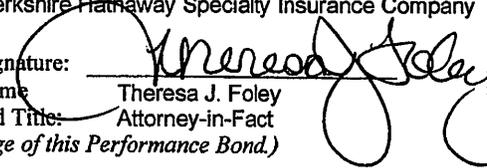
(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

American Global LLC
390 North Broadway
Jericho, NY 11753

SURETY

Company: *(Corporate Seal)*
Berkshire Hathaway Specialty Insurance Company

Signature: 
Name: Theresa J. Foley
and Title: Attorney-in-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

NONE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF FLORIDA
COUNTY OF MARTIN

ON THE 17th DAY OF September 2019, BEFORE ME PERSONALLY CAME

John Ciabattari TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID
DEPOSE AND SAY THAT (S)HE RESIDES AT Palm City, FL, THAT (S)HE
IS THE Vice President OF Ferreira Construction Southern Division Co.,
Inc. THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; AND THAT
(S)HE SIGNED HIS/HER NAME THERETO BY ORDER OF THE BOARD OF DIRECTORS OF SAID
CORPORATION.



Cecilia Rose Hein
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG343610
Expires 8/29/2023

Cecilia Hein

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK
COUNTY OF NASSAU

ON THE 16th DAY OF September 2019 BEFORE ME PERSONALLY CAME Theresa J Foley TO
ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DESPOSE AND SAY THAT SHE IS THE ATTORNEY-IN-
FACT OF Berkshire Hathaway Specialty Insurance Company THE CORPORATION DESCRIBED IN AND
WHICH EXECUTED THE ABOVE INSTRUMENT; THAT HE KNOWS THE SEAL OF SAID CORPORATION; THAT
ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED
BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THATS HE SIGNED HER NAME
THERETO BY LIKE ORDER.

Andrea E. Gorbert

Notary Public

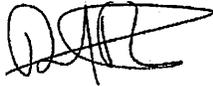
ANDREA E. GORBERT
NOTARY PUBLIC, State of New York
No. 01GO6170063
Qualified in Suffolk County
Commission Expires July 02, 2023

Power Of Attorney
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Theresa J. Foley, Andrea E. Gorbett, 390 North Broadway, of the city of Jericho, State of New York**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-In-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,



By: _____
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**



By: _____
David Fields, Vice President

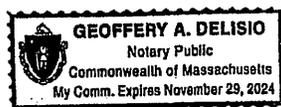


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing Instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said Instrument in that capacity of said Companies.

[Notary Seal]




Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this **September 16, 2019**.




Officer

BHSIC, NICO & NLF POA (2018)



To verify the authenticity of this Power of Attorney please contact us at BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at kenan@bhsic.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimnotices@bhsic.com, via fax to (617) 507-9259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102

ADMITTED ASSETS*

	<u>12/31/2018</u>	<u>9/30/2018</u>	<u>12/31/2017</u>
Total invested assets	\$ 4,313,185,189	\$ 4,690,203,484	\$ 4,516,104,907
Premium & agent balances (net)	301,849,144	311,427,850	297,141,264
All other assets	140,930,406	151,665,559	137,220,394
Total Admitted Assets	\$ 4,755,964,739	\$ 5,153,296,893	\$ 4,950,466,565

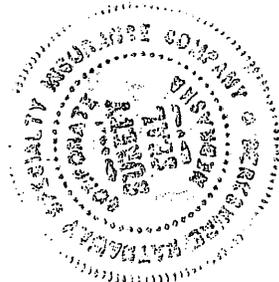
LIABILITIES & SURPLUS*

	<u>12/31/2018</u>	<u>9/30/2018</u>	<u>12/31/2017</u>
Loss & loss exp. unpaid	\$ 463,103,223	\$ 439,336,367	\$ 327,823,391
Unearned premiums	241,835,588	236,336,863	209,113,536
All other liabilities	570,628,148	723,445,065	663,892,150
Total Liabilities	1,275,566,959	1,399,118,295	1,200,829,077
Total Policyholders' Surplus	3,480,397,780	3,754,178,598	3,749,637,488
Total Liabilities & Surplus	\$ 4,755,964,739	\$ 5,153,296,893	\$ 4,950,466,565

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

A.M. Best: A++ Rating

Standard & Poor's: AA+ Rating



AIA Document A312™ – 2010

Payment Bond

Bond No. 47-SUR-300088-01-0199

CONTRACTOR:

(Name, legal status and address)

Ferreira Construction Southern Division Co., Inc.
13000 SE Flora Avenue
Hobe Sound, FL 33455

SURETY:

(Name, legal status and principal place of business)

Berkshire Hathaway Specialty Insurance Company
1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date:

Amount: One Hundred Twenty-Three Thousand Two Hundred Sixty-Three and 75/100 (\$123,263.75)

Description:

(Name and location)

Pepperwood Circle South and Anchorage Drive Culvert Repair

BOND

Date: September 16, 2019

(Not earlier than Construction Contract Date)

Amount: One Hundred Twenty-Three Thousand Two Hundred Sixty-Three and 75/100 (\$123,263.75)

Modifications to this Bond: None See Section 18

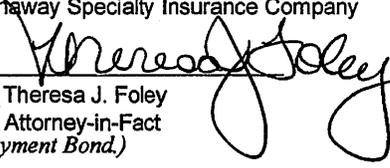
CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Ferreira Construction Southern Division Co., Inc.

Signature: 
Name: John Cabattani, VP
and Title:
(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*
Berkshire Hathaway Specialty Insurance Company

Signature: 
Name: Theresa J. Foley
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

American Global LLC
390 North Broadway
Jericho, NY 11753

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

NONE

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF FLORIDA
COUNTY OF MARTIN

ON THE 17th DAY OF September 2019, BEFORE ME PERSONALLY CAME

John Cabattari TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID
DEPOSE AND SAY THAT (S)HE RESIDES AT Palm City, FL, THAT (S)HE
IS THE Vice President OF Ferreira Construction Southern Division Co.,
Inc. THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENT; AND THAT
(S)HE SIGNED HIS/HER NAME THERETO BY ORDER OF THE BOARD OF DIRECTORS OF SAID
CORPORATION.



Cecilia Rose Hein
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG343610
Expires 6/29/2023

Cecilia Hein

Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK
COUNTY OF NASSAU

ON THE 16th DAY OF September 2019 BEFORE ME PERSONALLY CAME Theresa J Foley TO
ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DESPOSE AND SAY THAT SHE IS THE ATTORNEY-IN-
FACT OF Berkshire Hathaway Specialty Insurance Company THE CORPORATION DESCRIBED IN AND
WHICH EXECUTED THE ABOVE INSTRUMENT; THAT HE KNOWS THE SEAL OF SAID CORPORATION; THAT
ONE OF THE SEALS AFFIXED TO THE FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED
BY ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THATS HE SIGNED HER NAME
THERETO BY LIKE ORDER.

Andrea E. Gorbert

Notary Public

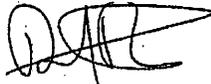
ANDREA E. GORBERT
NOTARY PUBLIC, State of New York
No. 01GO6170063
Qualified in Suffolk County
Commission Expires July 02, 2023

Power Of Attorney
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Teresa J. Foley, Andrea E. Gorbert, 390 North Broadway, of the city of Jericho, State of New York**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-In-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,



By: _____
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**



By: _____
David Fields, Vice President

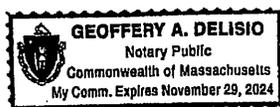


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]




Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this **September 16, 2019**.




Officer



To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at legalfact@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED. To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimnotices@bhspecialty.com, via fax to (617) 507-9259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

**ARTICLE V.
CORPORATE ACTIONS**

....
EXECUTION OF DOCUMENTS:
....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102

ADMITTED ASSETS*

	<u>12/31/2018</u>	<u>9/30/2018</u>	<u>12/31/2017</u>
Total invested assets	\$ 4,313,185,189	\$ 4,690,203,484	\$ 4,516,104,907
Premium & agent balances (net)	301,849,144	311,427,850	297,141,264
All other assets	140,930,406	151,665,559	137,220,394
Total Admitted Assets	<u>\$ 4,755,964,739</u>	<u>\$ 5,153,296,893</u>	<u>\$ 4,950,466,565</u>

LIABILITIES & SURPLUS*

	<u>12/31/2018</u>	<u>9/30/2018</u>	<u>12/31/2017</u>
Loss & loss exp. unpaid	\$ 463,103,223	\$ 439,336,367	\$ 327,823,391
Unearned premiums	241,835,588	236,336,863	209,113,536
All other liabilities	570,628,148	723,445,065	663,892,150
Total Liabilities	<u>1,275,566,959</u>	<u>1,399,118,295</u>	<u>1,200,829,077</u>
Total Policyholders' Surplus	<u>3,480,397,780</u>	<u>3,754,178,598</u>	<u>3,749,637,488</u>
Total Liabilities & Surplus	<u>\$ 4,755,964,739</u>	<u>\$ 5,153,296,893</u>	<u>\$ 4,950,466,565</u>

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

A.M. Best: A++ Rating

Standard & Poor's: AA+ Rating



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any, as required by law.

THIS 18th DAY OF September, 2019

SHARON R. BOCK
CLERK & COMPTROLLER

By [Signature]
DEPUTY CLERK



Purchase Order

Fiscal Year 2020

Page 1 of 1

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

Purchase Order # **101445**

B I L L T O

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

V E N D O R

FERREIRA CONSTRUCTION COMPANY, INC
 31 TANNERY ROAD
 BRANCHBURG NJ 08876

S H I P T O

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

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
772-286-5123		772-286-5139				PUBLIC WORKS DEPARTMENT	
Date Ordered	PO Expiration Date	Vendor #	Freight Method/Terms			Department/Location	
10/23/2019	09/30/2020	10674				STREET MAINTENANCE	
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	CULVERT REPAIR The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading SALES AND USE TAX EXEMPTION CERTIFICATE #85-8012646341C-6 EXPIRES 6/30/2022 ***FY'19 CARRYOVER PO #101355*** PURCHASE ORDER FOR CULVERT REPAIR AT PEPPERWOOD CIRCLE SOUTH AND ANCHORAGE DRIVE, AS PER RESOLUTION # 2019-92 *****CHANGE ORDER #1 FOR THE SIDEWALK REPLACEMENT AT PEPPERWOOD I7321 - 66210 \$124,263.75 ***** GL SUMMARY ***** I7321 - 66210 \$124,263.75			1.0	EACH	\$124,263.750	\$124,263.75

By *A. Amador*
 Finance Director

DEPARTMENT COPY

Total Ext. Price	\$124,263.75
PO Total	\$124,263.75

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Steven J. Hallock, Director of Public Works

DATE: January 23, 2020

SUBJECT: **MOTION – Approval and ratification of Change Order #1 from Republic Construction Corporation in the amount of \$1,952 to perform HVAC, plywood and drywall tasks defined in architect plan revision #1.**

The Village is in the process of completing the Public Safety Building Evidence Rebuild project, which is ahead of schedule and under budget. On October 10, 2019, the Village Council approved a total project budget of \$81,180 (Resolution 2019-113). The contract with Republic Construction Corporation is \$73,800 and there is a 10% contingency (\$7,380) for unforeseen circumstances, such as Change Order #1 to perform HVAC, plywood and drywall tasks defined in the architect's plan revision #1.

Per the Village's Accounting Policies and Procedures, *"The Village Manager has the authority to approve change orders under \$10,000 that are within the original scope of the project and that do not exceed the original budget line item for the project; however, the Village Council will be notified of any such change orders for their approval and ratification at the next scheduled Council Meeting."* This Motion is intended to meet this requirement.

Expenditures for this project are budgeted under Account No. K5710-66200 (Public Safety Building – Building). This change order is well within the contingency and therefore it will not exceed the original budget line item for the project.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Capital Projects Fund	Public Safety Building	K5710-66200	Building	\$1,952

Recommendation:

Village Staff requests Council consideration, approval and ratification of Change Order #1 from Republic Construction Corporation in the amount of \$1,952 to perform HVAC, plywood and drywall tasks defined in architect plan revision #1 in accordance with Village policies and procedures.

Project Information	
Project #	19-08
Title	Public Safety Evidence Room Re-Build
Address	560 U.S Highway One
City, State, Zip	North Palm Beach, FL 33408
Country	

Prime Contract Change Order	
Contract #	001
CO #	001
Issue Date	22-Nov-2019
Subject	Additional Work due to Plan Rev #1

Owner/Customer	
Contact	Steven J. Hallock
Company	Village of North Palm beach
Address	501 U.S Highway One
City, State, Zip	North Palm Beach, FL 33408
Country	
Phone	5616913440
Fax	

Prime Contract Company	
Contact	Vishnu Billa
Company	Republic Construction Corp
Address	601 N Congress Ave. Suite 311
City, State, Zip	Delray Beach, FL 33445
Country	United States
Phone	(561) 900-2487
Fax	

You are directed to make the following changes to this Contract:

All other terms and conditions of the Contract Documents shall remain in effect.

Original Contract Price	\$73,800.00
Net change by previous Change Orders	\$0.00
Contract Amount Prior to this Change	\$73,800.00
Amount of this Change Order	\$1,952.00
Revised Contract Amount, including this Change Order	\$75,752.00

The Contract time due to this Change Order has increased by 5 Working Days

Response: Accept Do Not Accept

Village of North Palm beach
Company
By  Date 12/11/19

Republic Construction Corp
Company
By  Date 12/11/19

Approved By: Steven N.

Proposed Items

Item #	Item Description	Quantity	Unit	Unit Price	Total Price
1	As per attached breakdown	1	LS	1,951.95	1,952.00

Subtotal = \$1,952.00
Tax = \$0.00
Total = \$1,952.00

Robert R. McGill Air Conditioning, Inc.
 333 S 3rd Street
 Lantana, FL 33462



Phone: (561) 588-2630
 Fax: (561) 547-9574
 mcgillacinfo@mcgillac.com
 www.mcgillac.com

Bill to
REPUBLIC CONSTRUCTION CORP
 601 N CONGRESS AVE
 SUITE 311
 DELRAY BEACH FL 33445

Ship to
VILLAGE OF NPB POLICE DEPT
 560 US HIGHWAY 1
 NORTH PALM BEACH FL 33408

Work Order #: 154686

Transaction Date: 11/5/2019

Terms: COD

Quote Q5827

Description	Quantity	Price	Amount
CHANGE ORDER #1 TO ORIGINAL QUOTE	1	\$0.00	\$0.00
The return plenum above work space will need to be capped off on return plenum running back to air handler. this return plenum will remain in ceiling \$65	1	\$65.00	\$65.00
The two exhaust fans will require the exhaust ducts to go into attic and exit under the eve. We need to install a vent in the eaves now. The return duct is in the way.	1	\$150.00	\$150.00
Demolition involves removing VAV boxes and metal duct and is not detailed in plans \$220	1	\$220.00	\$220.00
The duct going into room 180 will have to be re-run of main plenum in hallway \$335	1	\$335.00	\$335.00

Accepted

Subtotal:	\$770.00
Tax:	\$0.00
Total:	\$770.00
Payments:	\$0.00
Balance Due:	\$770.00

RESOLUTION 2019-113

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A CONTRACT AWARD TO REPUBLIC CONSTRUCTION CORP FOR THE PUBLIC SAFETY EVIDENCE ROOM REBUILD AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT ON BEHALF OF THE VILLAGE; APPROVING A BUDGET AMENDMENT TO TRANSFER \$81,180 FROM THE CAPITAL PROJECTS FUND ACCOUNT TO THE PUBLIC SAFETY – BUILDING CAPITAL ACCOUNT TO PROVIDE FUNDING FOR THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued an Invitation to Bid for the Public Safety Evidence Room Rebuild; and

WHEREAS, the Village received two bids in response to the to the ITB, and Village Staff recommended accepting the lowest, most qualified bid proposal submitted by Republic Construction Corp.; and

WHEREAS, the Village wishes to transfer \$81,180.00 from the Capital Projects Fund to provide the necessary funding for the project; and

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

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

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

Section 2. The Village Council hereby approves a Contract with Republic Construction Corp. for the Public Safety Evidence Room Rebuild in the amount of \$73,800.00, with funds expended from Account No. K5710-66200 (Public Safety Building – Building). Including contingency, the total project budget shall be \$81,180.00. The Village Council further authorizes the Mayor and Village Clerk to execute a contract for such services, a copy of which is attached hereto and incorporated herein.

Section 3. In order to appropriate funds for this project, the Village Council hereby approves the following budget amendment and authorizes and directs the Mayor and Village Clerk to execute the budget amendment for and on behalf of the Village of North Palm Beach:

Budget Amendment:

Account	Description	Use	Source
Capital Projects Fund:			
K5710-66200	Public Safety Building - Building	\$81,180	
K5541-66000	Reserve Expenses - Capital		\$81,180
Total Capital Projects Fund:		\$81,180	\$81,180

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

PASSED AND ADOPTED THIS 10TH DAY OF OCTOBER, 2019.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

CONTRACT

This Contract is made as of the 10th day of October, 2019 ("Effective Date"), by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and REPUBLIC CONSTRUCTION CORP, a Florida corporation, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 46-4032559.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the VILLAGE all goods and services requested under the **Invitation to Bid for Public Safety Evidence Room Rebuild** ("ITB") and as further stated in CONTRACTOR's Bid Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF THE CONTRACTOR.

A. The CONTRACTOR shall provide all goods and services as stated in the ITB and the Specifications referenced therein in accordance with the Bid Proposal (hereinafter referred to as "Work"), which are incorporated herein by reference, 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.

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

ARTICLE 2. TERM OF CONTRACT.

A. This Contract shall remain in effect until the Work is completed, accepted, paid for by the VILLAGE and the warranty period has expired. All Work shall be completed within ninety (90) days of the VILLAGE's issuance of a notice to proceed.

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

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

ARTICLE 3. VILLAGE'S REPRESENTATIVE.

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

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the CONTRACTOR in accordance with CONTRACTOR's Bid Proposal in response to the ITB. The total and cumulative amount of this Contract shall not exceed **Seventy-Three Thousand Eight Hundred Dollars and No Cents (\$73,800.00)**.

B. CONTRACTOR shall submit an invoice(s) to the VILLAGE for said compensation on the date and time mutually agreed upon by the VILLAGE and CONTRACTOR. All invoice(s) received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

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

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

E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the VILLAGE. This certifies that all Work has 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 CONTRACTOR. The VILLAGE will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of the Work.

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

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

ARTICLE 5. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, the CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by the CONTRACTOR pursuant to this Contract,

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

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

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

ARTICLE 6. PERSONNEL.

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

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

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

ARTICLE 7. TERMINATION.

This Contract may be cancelled by the CONTRACTOR upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days' written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for Work rendered to the VILLAGE's satisfaction through the date of termination.

ARTICLE 8. FEDERAL AND STATE TAX.

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

ARTICLE 9. INSURANCE.

Prior to commencing any Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the Bid Documents. All insurance, other than Worker's

Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE as an Additional Insured.

ARTICLE 10. SUCCESSORS AND ASSIGNS.

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

ARTICLE 11. GOVERNING LAW, VENUE AND REMEDIES.

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

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

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

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

ARTICLE 13. ACCESS AND AUDITS.

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work 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 the CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 14. NONDISCRIMINATION.

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

ARTICLE 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. AUTHORITY TO PRACTICE.

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

ARTICLE 17. SEVERABILITY.

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

ARTICLE 18. MODIFICATIONS OF WORK.

The VILLAGE reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto, based on the unit prices set forth in CONTRACTOR's Bid Proposal.

ARTICLE 19. PROTECTION OF WORK AND PROPERTY.

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

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

ARTICLE 20. 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
Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

Republic Construction Corp.
Attn: Steven Neubarth, President
601 N. Congress Avenue
Delray Beach, FL 33445

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

ARTICLE 21. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

ARTICLE 22. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 23. WAIVER.

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

ARTICLE 24. PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more

responsible for its preparation.

ARTICLE 25. MATERIALITY.

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

ARTICLE 26. EXHIBITS AND CONTRACT DOCUMENTS.

Each exhibit and other contract documents referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 27. LEGAL EFFECT.

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

ARTICLE 28. 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 29. DEFAULT.

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

1. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
2. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.
3. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR

fails to provide the Work under this Contract on schedule as agreed to by CONTRACTOR in this Contract.

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

ARTICLE 30. WARRANTY.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection, or as otherwise stated in the Bid Proposal. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense.

ARTICLE 31. REPRESENTATIONS/BINDING AUTHORITY.

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

ARTICLE 32. 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 \$500.00 per day for each calendar day that expires after the time specified for completion in Article 2.A. Liquidated damages may be deducted from payments due to the CONTRACTOR.

ARTICLE 33. INSPECTOR GENERAL.

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

ARTICLE 34. PUBLIC RECORDS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

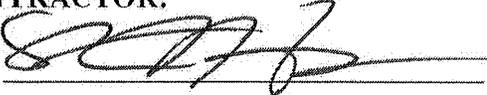
TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

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

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

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

CONTRACTOR:

BY: 

Print Name: STEVEN NEUBARTH

Title: PRESIDENT

VILLAGE OF NORTH PALM BEACH

BY: Darryl C. Aubrey
DARRYL C. AUBREY
MAYOR

ATTEST:

BY: Jessica Green
JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: [Signature]
VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK**

TO: Honorable Mayor and Council
THRU: Andrew D. Lukasik, Village Manager
FROM: Jessica Green, Village Clerk
DATE: January 23, 2020
SUBJECT: **RESOLUTION** – Announcing the Village General Election on March 17, 2020

Sec. 10-3 of the Village Code of Ordinances (“Notice of general election”) provides as follows: “The village clerk shall cause to be published at least fifteen (15) days next preceding any general election, once, in a newspaper of general circulation in the village, a notice stating the date of such election, the offices to be filled, and the time and place where such election shall be held; and if there be one (1) or more propositions to be voted upon, state in substance the character of the propositions to be voted upon. In addition, such notice shall be given by posting a copy thereof in at least three (3) public and conspicuous places in the village, one (1) of which shall be the bulletin board in the village hall.”

In accordance with Section 10-3, the Village Clerk will publish the required notice at least 15 days prior to the March 17, 2020 General Election. The Village Clerk also provides advance notice of the election through the Village Newsletter and website, and posts a notice on the bulletin boards at the Village Hall and two other Village-owned facilities.

The attached Resolution: announces the March 17, 2020 Election; declares the offices to be filled; requests that the Palm Beach County Supervisor of Elections conduct the election; delegates certain duties to the Supervisor of Elections; and appoints the Supervisor of Elections to the Village’s canvassing board.

There is no immediate fiscal impact.

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

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution announcing the General Election on March 17, 2020; declaring the offices to be filled; requesting that the Palm Beach County Supervisor of Elections conduct the election; delegating certain duties to the Supervisor; and providing for the composition of the Village’s canvassing board.

RESOLUTION NO. 2020-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ANNOUNCING THE DATE OF THE VILLAGE GENERAL ELECTION AND RUN OFF ELECTION, IF NECESSARY; DESIGNATING VOTING LOCATIONS; REQUESTING THAT THE SUPERVISOR OF ELECTIONS CONDUCT THE ELECTION; AUTHORIZING THE SUPERVISOR OF ELECTIONS TO CERTIFY THE ACCURACY OF THE TABULATION EQUIPMENT AND HANDLE, CERTIFY AND CANVASS ALL BALLOTS, INCLUDING ABSENTEE BALLOTS; DESIGNATING THE CANVASSING BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there is one office to be filled at the General Election to be held in the Village on March 17, 2020; AND

WHEREAS, through the adoption of Ordinance No. 2019-05 on June 27, 2019, the Village Council moved the date of the Village 2020 General Election from the uniform date established by Chapter 83-498, Laws of Florida (second Tuesday in March), to the date of the Presidential Preference Primary election (third Tuesday in March); and

WHEREAS, in accordance with the requirements of Chapter 83-498, Laws of Florida, the Florida Election Code and the Village Code of Ordinances, the Town Council wishes to: (1) formally announce the date of the General Election, the date of the Run-Off Election (if necessary) and the voting locations; (2) request that the Palm Beach County Supervisor of Elections conduct the election, certify the accuracy of the tabulation equipment, and handle, canvass, and certify all ballots, including absentee ballots; and (3) designate the Village's canvassing board.

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 hereby ratified and incorporated herein.

Section 2. The General Election for Village Councilmember Group 3 (two-year term) shall be held on Tuesday, March 17, 2020, with a Run-Off Election, if necessary, to be held on Tuesday, March 31, 2020.

Section 3. The precincts for the Village General Election shall be the same as those designated by Palm Beach County.

Section 4. The Village Council requests that the Palm Beach County Supervisor of Elections conduct the Village General Election, including any runoff election as necessary. The Supervisor of Elections shall conduct a Logic and Accuracy Test for the tabulation of all ballots, including absentee ballots, and the Village Clerk or her designee shall be present during such testing.

Section 5. The Village Council authorizes the Palm Beach County Supervisor of Elections to distribute, canvass and certify all ballots for the Village General Election, including absentee ballots, in accordance with the Florida Election Code and the Village Code of Ordinances. If necessary, the Village Council further appoints the Supervisor of Elections or her successor or designee to serve as

a member of the Village's canvassing board, along with the Village Clerk or her successor or designee, and the Village Attorney.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: January 23, 2020

SUBJECT: **RESOLUTION** – Amending Resolution No. 2018-105 to modify the payment schedule for the Lease Agreement with Leasing 2, Inc. (Sutphen Fire Engine) and authorizing the Village Manager to execute an amended exhibit to the Lease Agreement.

Through the adoption of Resolution No. 2018-105 on December 13, 2018, the Village Council approved a proposal from Leasing 2, Inc. for the lease of one Sutphen Fire Engine equipped to Village specifications. In accordance with the proposal, the Council approved an annual lease payment of \$54,629.06 for a term of seven years, with a balloon payment of \$216,334.00 to be paid by Brindlee Fire Apparatus, LLC for the purchase of the fire engine at the conclusion of the lease.

The first payment was due on December 20, 2019; however, the Village has not yet received delivery of the Fire Engine. Final delivery is not expected until late February or early March. Consequently, Leasing 2, Inc. gave the Village the option of deferring the first payment to March 1, 2020. However, due to additional accrued interest, the first payment would increase by \$817.63, increasing the amount of the first payment to \$55,446.69. Because this increase exceeds the amount approved in Resolution No., 2018-105, Village Staff is seeking Council approval of the attached Resolution amending Resolution 2018-105 to approve the increased first payment and authorize the Village Manager to execute the amended payment schedule.

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

Account Information:

Fund	Department	Account Number	Account Description	Additional Amount
General Fund	Debt Service	A8535-49158	Vehicle Lease	\$817.63

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution amending Resolution No. 2018-105 to increase the first payment to Leasing 2, Inc. for the Sutphen Fire Engine by \$817.63, with funds expended from Account No. A8535-49158 (Debt Service – Vehicle Lease), and authorizing the Village Manager to executed an amended payment schedule in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING RESOLUTION NO. 2018-105 TO MODIFY THE PAYMENT SCHEDULE FOR THE LEASING AGREEMENT WITH LEASING 2, INC. FOR THE SUTPHEN FIRE ENGINE AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AMENDED EXHIBIT TO THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2018-105 on December 13, 2018, the Village Council approved a proposal from Leasing 2, Inc. for the lease of one Sutphen Fire Engine equipped to Village specifications; and

WHEREAS, in accordance with the proposal, the Council approved an annual lease payment of \$54,629.06 for a term of seven years, with a balloon payment of \$216,334.00 to be paid by Brindlee Fire Apparatus, LLC for the purchase of the fire engine at the conclusion of the lease; and

WHEREAS, due to a delay in the delivery of the fire engine, Leasing 2, Inc. gave the Village the option of delaying the first payment from December 20, 2019 to March 1, 2020, thereby increasing the first payment to due to additional accrued interest; and

WHEREAS, the increase in the first payment amount requires an amendment to Resolution No. 2018-105, and the Village Council determines that the adoption of this Resolution is in the best interests of the residents and citizens of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby amends Resolution No. 2018-105 by increasing the first payment due under the Lease Agreement with Leasing 2, Inc. by \$817.63 to \$55,446.69, with funds expended from Account No. A8535-49158 (Debt Service – Vehicle Lease). The Village Council further authorizes the Village Manager to execute an Amended Payment Schedule (Exhibit E to the Lease Agreement), a copy of which is attached hereto and incorporated herein.

Section 3. All other provisions of Resolution No. 2018-105, to the extent not expressly modified herein, shall remain in full force and effect.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**EXHIBIT E - AMENDED
PAYMENT SCHEDULE**

LESSEE: Village of North Palm Beach
LEASE AMOUNT: \$481,350.00
COMMENCEMENT DATE: 12/21/2018
INTEREST RATE: 4.19%

PAYMENT					PURCHASE
<u>NO.</u>	<u>DATE</u>	<u>PAYMENT</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>PRICE*</u>
1	3/1/2020	\$55,446.69	\$24,261.46	\$31,185.23	\$459,827.63
2	12/21/2020	\$54,629.06	\$15,460.65	\$39,168.41	\$419,155.36
3	12/21/2021	\$54,629.06	\$17,225.62	\$37,403.44	\$380,051.81
4	12/21/2022	\$54,629.06	\$15,657.97	\$38,971.09	\$339,499.87
5	12/21/2023	\$54,629.06	\$14,024.62	\$40,604.44	\$297,445.89
6	12/21/2024	\$54,629.06	\$12,322.81	\$42,306.25	\$253,834.23
7	12/21/2025	\$54,629.06	\$10,549.68	\$44,079.38	\$208,607.19
8	12/21/2026	\$216,334.00	\$8,702.24	\$207,631.76	\$0.00
Grand Totals		\$599,555.05	\$118,205.05	\$481,350.00	

LESSEE: **Village of North Palm Beach**

By: _____
 Andrew D. Lukasik

Title: _____
 Village Manager

Date: _____

* After payment of Rental Payment due on such date.

RESOLUTION 2018-105

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM LEASING 2, INC. FOR THE LEASE OF ONE SUTPHEN FIRE ENGINE EQUIPPED TO VILLAGE SPECIFICATIONS PURSUANT TO PRICING ESTABLISHED BY FLORIDA SHERIFFS ASSOCIATION CONTRACT; APPROVING A DEFERRED PURCHASE VALUE AGREEMENT WITH BRINDLEE MOUNTAIN FIRE APPARATUS, LLC; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LEASE AGREEMENT AND RELATED DOCUMENTS IN ACCORDANCE WITH THE TERMS OF THE PROPOSAL; DECLARING ONE FIRE ENGINE AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended accepting a proposal from Leasing 2, Inc. for the lease of one FSA20 Sutphen Fire Engine equipped to Village specifications ("Equipment") from South Florida Emergency Vehicles pursuant to pricing established by Florida Sheriffs Association Contract No. FSA 18-VEH 16.0 (Cab & Chassis and Heavy Equipment); and

WHEREAS, the proposal is for a lease term of seven (7) years, and at the conclusion of the lease, the Fire Engine will be purchased by Brindlee Fire Apparatus, LLC for \$216,334.00, the amount of the balloon payment; and

WHEREAS, the Village Council has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between the Village and Leasing 2, Inc. and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use; and

WHEREAS, the Village has undertaken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment; and

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

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

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

Section 2. The Village Council hereby accepts the proposal submitted by Leasing 2, Inc. for the lease of one Sutphen Fire Engine equipped to Village specifications from South Florida Emergency Vehicles pursuant to pricing established by Florida Sheriffs Association Contract No. FSA18-VEH 16.0 (Cab & Chassis Trucks and Heavy Equipment). The total annual cost of the lease shall be \$54,629.06 for a term of seven years, with a balloon payment of \$216,334.00, to be paid by Brindlee Fire Apparatus, LLC. Funds for the lease payments will be expended from Account No. A8535-49158 (Debt Service – Vehicle Lease).

Section 3. The Village Council determines that the terms of the Lease-Purchase and Escrow Agreement with Leasing 2, Inc. are in the best interest of the Village for the acquisition of the Equipment, and the Village Council designates and confirms that Village Manager Andrew D. Lukasik is authorized to execute and deliver the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

Section 4. The Village Council further authorizes the Village Manager to execute a Deferred Purchase Value Agreement with Brindlee Mountain Fire Apparatus, LLC, a copy of which is attached hereto and incorporated herein. All agreements shall be subject to review by the Village Attorney for form and legal sufficiency.

Section 5. Upon delivery, acceptance and placement into service of the new Fire Engine, the Village Council declares the following equipment as surplus property and authorizes its disposal in accordance with Village policies and procedures:

Unit No.	Description	VIN	Engine Hours
Engine 3 Shop #323	Pierce Enforcer	4P1CT02U93A003196	5900

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

PASSED AND ADOPTED THIS 13TH DAY OF DECEMBER, 2018.

(Village Seal)



MAYOR

ATTEST:

Melissa Teal, MMUC
VILLAGE CLERK

LEASE FINANCING PROPOSAL

Requested by
South Florida Emergency Vehicles

Representing



Presented To (As Lessee)

Village of North Palm Beach, Florida

Proposal Date:	October 25, 2018
Equipment Description:	Sutphen Custom Engine
Commencement Date:	November 30, 2018
	<u>Option 1</u>
Equipment Cost:	\$518,000
Trade In:	\$28,550
Prepay Discount:	<u>\$8,100</u>
Amount Financed:	\$481,350
Lease Term:	7 Years
First Payment Date:	11/30/2019
Payment Frequency:	Annual
Lease Rate:	4.19%
Payment Amount:	\$54,629.06
Balloon:	\$216,334.00
Balloon Due Date:	11/30/2026

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after seven (7) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.

Financing provided by:

Leasing 2, Inc.



Contact: **Brad Meyers**
Phone: 800-287-5155 x12
Date: October 25, 2018
Email: bmeyers@leasing2.com
Web: www.leasing2.com



REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: October 25, 2018

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval _____

Village of North Palm Beach, Florida

Name of Lessee



Authorized Signature

Date

12/13/18

ANDREW D. LUKASIK
Printed Name Of Authorized Signature

Village Manager
Title

J.D. Armstrong
Contact Name (If Different Than
Authorized Signature)

561-882-1141
Contact Phone

Authorized Signature

firechief@village-npb.org
Contact E-Mail Address

Last month of your budget year? SEPT

Please complete the above information and **fax or email** all pages of the proposal to
813-258-9333 / bmeyers@leasing2.com



**** Important: A Resolution will be required with the lease contract ****
In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting.

Brindlee Mountain Fire Apparatus, LLC

Deferred Purchase Value Agreement

This contract is entered into on the 13th day of December, 2018 by and between Brindlee Mountain Fire Apparatus, LLC, an Alabama Limited Liability Corporation, hereinafter referred to as "BMFA" and 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 "End-User" further, hereinafter collectively referred to as the "Parties."

BMFA for the sum of ten (\$10.00) dollars and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged agrees to provide a "Deferred Purchase Value" to "End-User" during the term specified herein. The "Deferred Purchase Value" specified herein shall be subject to the terms, conditions and limitations specified herein. BMFA will have no obligation to honor the "Deferred Purchase Value" detailed herein if "End-User" fails to meet its obligations hereunder or in the case the Apparatus fails to meet the conditions as required and specified herein. Further, BMFA will have no obligation to honor the "Deferred Purchase Value" if the Apparatus contemplated herein has not been shipped from the manufacturer to the "End-User" within the eighteen (18) month or five-hundred-forty (540) day period after the date this Agreement is executed or after the expiration of the seven (7) year period after the shipment date of the Apparatus by the manufacturer to "End-User", unless the "End-User" and BMFA enter into a written extension prior to the expiration of each such period.

Now, therefore; in consideration of the foregoing, the Parties hereto agree as follows:

Deferred Purchase Value:

BMFA hereby offers and agrees to pay the value as detailed in **Exhibit B** entitled "**Deferred Purchase Values**" for the Apparatus and Equipment fully described and detailed in **Exhibit A** entitled "**Apparatus and Equipment Description**", provided that all options and equipment included in the bill of materials by the Original Equipment Apparatus Manufacturer are present at the time of surrender of the Apparatus and the Apparatus meets or exceeds the conditions as described in **Exhibit D** hereto entitled "**Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder**". Further, each Apparatus will be required to undergo and successfully pass a National Fire Protection Association, hereinafter referred to as "NFPA", pump test and an annual NFPA ladder/aerial inspection, if applicable, by a qualified third party, acceptable to BMFA, prior to the payment of the **Deferred Purchase Value** to "End-User" by BMFA. The standards and specifications for the NFPA tests

and/or certifications will be those in force at the time of the inspection from time-to-time.

"End-User" hereby agrees to pay BMFA the sums shown in **Exhibit C** hereto entitled "**Early Termination Payments**", in the case for any reason whatsoever "End-User" exercises its right to terminate this Agreement before its expiration. Early termination of this Agreement will cause BMFA substantial harm; therefore "End-User" must pay the amount shown for the applicable time-frame as shown in **Exhibit C** hereto entitled "**Early Termination Payments**" to partially compensate BMFA for the damages it will suffer from the early termination of this Agreement. "End-User" understands that time is of the essence and it must honor its obligations hereunder in a timely fashion. If "End-User" fails to provide the required notice to BMFA or fails to pay the "**Early Termination Payments**" detailed in **Exhibit C** hereto, it shall be in default of this Agreement and BMFA shall be entitled to compensatory damages for all of the costs associated with "End-User's" default and shall, in addition to any and all compensatory damages, be entitled to any and all punitive damages a court of competent jurisdiction shall award without limit.

Responsibilities of BMFA:

BMFA will pay to "End-User" at any time prior to the expiration or termination of this Agreement by the "End-User" the sum shown on the attached **Exhibit B** entitled "**Deferred Purchase Value**" subject to the paragraph below entitled "**Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder**".

Responsibilities of End-User:

"End-User" will maintain the Apparatus under the Manufacturer's Recommended Preventative Maintenance Schedule; comply with obligations of the Manufacturer's Warranty; and maintain a complete record of all preventative maintenance warranty, and other repairs made to the Apparatus from the date of acceptance from the manufacturer to the date of surrender of the Apparatus to BMFA.

Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder:

The **Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder** are detailed in **Exhibit D** hereto. The "End-User" acknowledges and agrees that it fully understands that BMFA has no obligation to honor the **Deferred Purchase Value** shown in **Exhibit C** hereto if the Apparatus does not fully meet the criteria described fully in **Exhibit D**; however it agrees to have the deficiencies repaired or to negotiate the Deferred Purchase Price with BMFA, in good faith, to compensate for the

deficiencies in the condition at the time of surrender. If "End-User" and BMFA fail to negotiate an amended Purchase Price,

acceptable to both parties, for the Apparatus; "End-User" and BMFA shall submit the matter to Binding Arbitration to a panel of three qualified Arbitrators under the rules of the American Arbitration Association to determine the fair value of the Apparatus. If BMFA is not willing to honor the value as determined by the Arbitrators, "End-User" will no longer be bound by this Agreement and may retain, sell or dispose of the Apparatus in any manner and at any price it sees fit.

Further, "End-User" agrees it has the responsibility to notify BMFA of any material changes in the value of the Apparatus covered by this Agreement including, but not limited to, accidental damage or collision, modifications, significant system failure or if the Apparatus fails to meet the required annual certifications as required by NFPA standards or otherwise as may be amended from time to time. If the Apparatus is destroyed at any time while this Agreement is in effect, "End-User" will offer the salvage, if it owns such salvage and/or inform its insurance company of BMFA's interest in acquiring such salvage on a first-right-of-refusal basis to BMFA. Further, "End-User" shall include BMFA as a potential vendor for the repair of the Apparatus if it is damaged by collision or otherwise.

Indemnification:

"End User" shall indemnify, defend and hold harmless BMFA against any actions, claims or damages arising out of "End User's" negligent or intentional acts in connection with this Agreement. BMFA shall indemnify, defend and hold harmless "End User" against any actions, claims or damages arising out of BMFA's negligent or intentional acts in connection with this Agreement. No action will be taken by either party against the other with the exception of a default by one of the parties to a specific requirement of said party as provided for herein. The foregoing indemnification shall not constitute a waiver of "End User's" sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall it create a cause of action in favor of any third party.

Exclusivity:

"End-User" hereby acknowledges and agrees that execution of this Agreement gives BMFA the sole right to market and sell the Apparatus covered hereunder for the duration of this Agreement. "End-User" will not advertise, offer to sell, in any fashion, sell or otherwise transfer ownership in the Apparatus without first paying the required sum to BMFA, as required hereunder, and receiving a full release from BMFA subsequent to payment of the Value show in Exhibit C which BMFA shall immediately send to

"End-User" upon receipt of payment in full in the form of a "Cashier's Check" or "Wire Transfer" drawn on an acceptable Bank.

Jurisdiction:

The validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Florida. Each Party to this Agreement hereby irrevocably consents to the jurisdiction of any state or federal court located in Palm Beach County in the State of Florida.

Term:

This agreement will be valid and enforceable for a period of seven (7) years or eighty four (84) months from the date the Apparatus is shipped to the "End-User" by the manufacturer specified below; providing up to eighteen (18) months total for "End-User" to order and the manufacturer to produce and ship the Apparatus, within ninety (90) days after the execution of this Agreement "End-User" will complete and place its purchase order for Apparatus with the manufacturer so named here **Sutphen**; and the specified manufacturer will have four-hundred-fifty (450) days to produce and ship the Apparatus to the "End-User". This Agreement will be void and of no effect after a period of seven (7) years from the date the Apparatus is shipped to the "End-User" by the manufacturer and the seven (7) year term shall commence no later than eighteen (18) months or five hundred (540) days subsequent to the execution of this Agreement by the "End-User" and BMFA. If the Apparatus contemplated by this Agreement is not shipped by the manufacturer by the end of the eighteenth (18th) month provided for herein, "End-User" and BMFA must both re-evaluate the "**Deferred Purchase Value**" specified in **Exhibit B** and amend this Agreement, in writing, or this Agreement will be Void and BMFA will have no further obligation to "End-User". This Agreement may be terminated by the "End-User" at any time by providing written notice to BMFA; provided however the "End User" must give said notice a minimum of one-hundred-eighty (180) days prior to the expiration of this Agreement and pay the Early Termination Payment specified in Exhibit C hereto entitled "Early Termination Payments". If "End-User" chooses to terminate this Agreement by giving the required notice, as provided herein, at any time prior to one-hundred-eighty (180) days prior to its expiration, "End-User" shall be responsible to pay the amount specified in **Exhibit C** hereto entitled "**Early Termination Payments**" concurrent with its Notice of Termination and if the Early Termination Payment specified for the time-frame of the Early Termination is not included with said Notice, this Agreement shall remain in full force and effect until the receipt of the amount specified in **Exhibit C** for the time period as of the date payment is received, in full. Subsequent to receipt of the specified Payment provided for in **Exhibit C** entitled "**Early Termination Payments**", in full, by BMFA from "End-User" neither Party will have any obligation to the other under this Agreement.

Interest and Penalties:

“End-User” understands and agrees that time is of the essence and “End-User” agrees to the following specific Interest and Penalties if it fails to honor any or all of its obligations in a timely manner. Any Early Termination Payment that becomes past due for more than thirty (30) days will bear interest at eighteen (18%) percent or the highest rate allowed by law in the State of Florida. Further, “End-User” understands and agrees it will bear all of the cost of collection of any and all Early Termination Amounts due to BMFA which become more than sixty (60) days past due, including reasonable collection fees and attorney fees.

Notices:

Any notice required or permitted to be provided hereunder will be in writing and delivered by either (a) certified mail, return receipt requested, postage prepaid; (b) hand delivery; (c) reputable overnight courier service, freight prepaid, requiring the signature of the party to whom the notice is sent. No notice to either party will become valid and enforceable without proof of delivery by the party serving notice to the other. Notices should be addressed as follows:

If to BMFA: Brindlee Mountain Fire Apparatus, LLC
15410 Highway 231
Union Grove, AL 35175
Telephone: 256-498-0188
Facsimile: 256-498-0924
Attention: James F. Wessel, President

If to "End-User": Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, FL 33408
Telephone: 561-841-3361
Facsimile: 561-848-3344
Attention: Andrew Lukasik, Village Manager

Entire Agreement:

This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements and understandings relating to the matters provided for herein, including any verbal representations made on behalf of BMFA by any member of its staff other than a duly authorized officer of BMFA. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing and executed by a duly authorized representative of each Party.

Enforcement Costs:

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and costs (including such fees and costs incident to appeals) incurred in that action or proceeding, in addition to any other relief to which such party may be entitled.

In Witness Whereof, BMFA and the "End-User" have executed or caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

Village of North Palm Beach
a Florida municipal corporation

By: _____

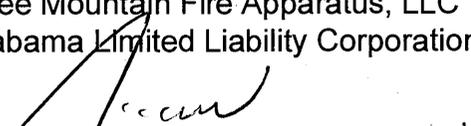


Name: Andrew D. Lukasik

Title: Village Manager

Brindlee Mountain Fire Apparatus, LLC
an Alabama Limited Liability Corporation

By: _____



Name (print): JAMES F. WESSALL

Title: Its: MEMBER

- Exhibit A: "Apparatus and Equipment Description"
- Exhibit B: "Deferred Purchase Values"
- Exhibit C: "Early Termination Payments"
- Exhibit D: "Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder"

DEFERRED PURCHASE VALUE AGREEMENT

EXHIBIT A

APPARATUS AND EQUIPMENT DESCRIPTION

Vehicle Year of Manufacture	2018
Chassis Manufacturer	Sutphen
Body Manufacturer	Sutphen

DEFERRED PURCHASE VALUE AGREEMENT

EXHIBIT B

DEFERRED PURCHASE VALUES

Apparatus as described in Exhibit A

Deferred Purchase Value \$ 216,334.00

Period / Term 84 Months





DEFERRED PURCHASE VALUE AGREEMENT

EXHIBIT C

EARLY TERMINATION PAYMENTS

* Period / Term begins at date of shipment of apparatus (as described in Exhibit A) from manufacturer's facility (as detailed in paragraph entitled "Term" of the "Deferred Purchase Value Agreement". Any early termination agreement shall result in \$25,000 paid to Brindlee Mountain.

DEFERRED PURCHASE VALUE AGREEMENT

EXHIBIT D

“Specific Conditions and Requirements for Apparatus upon Surrender and Application for Payment Hereunder”

- 1. At time of surrender, apparatus must pass a standard NFPA pump and/or aerial test, if applicable, conducted by an independent third party acceptable to BMFA.**
- 2. At time of surrender, apparatus must be free of any rust, corrosion, oxidation, and any cosmetic deficiencies.**
- 3. At time of surrender, title free of lien must be transferred to Brindlee Mountain Fire Apparatus, LLC.**
- 4. At time of surrender, apparatus must have less than 35,000 miles, based upon the odometer with “End-User” certification that odometer reflects all mileage and has not been replaced or tampered with.**
- 5. At time of surrender, if apparatus has suffered any damage as a result of collision, fire, wind, flood, or other event which would affect Deferred Purchase Value “End-User” must disclose the details of such damage to BMFA. If such damage has been repaired to Manufacturer’s specifications and to the satisfaction of BMFA, BMFA will continue to honor Deferred Purchase Value. If such damage has not been repaired, or is unrepairable, BMFA will not be obligated to honor Deferred Purchase Value, but would be agreeable to re-evaluating possible purchase of apparatus at an adjusted value.**

BMFA  END USER 

**VILLAGE OF NORTH PALM BEACH
POLICE DEPARTMENT**

TO: Honorable Mayor and Council
THRU: Andrew D. Lukasik, Village Manager
FROM: Rick Jenkins, Police Chief
DATE: January 23rd 2020
SUBJECT: **RESOLUTION – FY2020 Purchase Order (Citation Communications)**

In accordance with the Village’s purchasing policy, Council approval is required for a purchase order when the aggregate fiscal year spending for a vendor is anticipated to exceed \$10,000.00.

Administration is requesting the approval of a purchase order to be issued to Citation Communications to cover mobile radios, new in-car radios for all marked units, radio software upgrades, radio programming, equipment and accessories expenses for the Police Department in the amount of \$52,919.30. Purchases will be made utilizing pricing established by the sole source vendor Citation Communications, that is under Palm Beach County bid# SB16C-25W and labor bid#SB13C-19S.

FY2020 budgeted amount for the Police radios is \$58,550.00. The account balance will be used to purchase replacement head-sets from a different vendor.

Net Decrease in General Fund as follows:

Fund	Department	Account Number	Account Description	Amount
General Fund	Police	A5711-34660	R & M PA. Communication Systems	\$52,919.30

Contact person: Rick Jenkins – Police Chief

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

Recommendation:

The Village Administration recommends Council consideration and approval of the attached resolution, approving the required purchase order with Citation Communications at a total cost of \$52,919.30 with funds expended from Account No. A5711-34660 (Police - R &M PA Communication Systems) in accordance with Village Policies and Procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE SOLE SOURCE PURCHASE OF POLICE RADIO EQUIPMENT FROM CITATION COMMUNICATIONS PURSUANT TO PRICING ESTABLISHED IN EXISTING AGREEMENTS WITH PALM BEACH COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police Department is requesting approval of the sole source purchase of radio equipment, in the form of mobile and in-car radio replacement parts, radio upgrades and programming, equipment and accessories expenses, from Citation Communications pursuant to pricing established in existing contracts between the vendor and Palm Beach County (SB 16C-25W (equipment) and SB 13C-19S (labor)); 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 the sole source purchase of police radio equipment from Citation Communications pursuant to pricing established in existing agreements with Palm Beach County at a total cost of \$52,919.30, with funds expended from Account No. A5711-34660 (Police – Repair and Maintenance PA and Communication Systems).

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020 .

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CITATION COMMUNICATIONS INC.
 1855 INDIAN ROAD Q U O T E
 STE 207
 WEST PALM BEACH FL 33409

Phone #: 561-688-0330

Bill To:
 VILLAGE OF NORTH PALM BEACH
 560 US HWY 1
 NORTH PALM BEACH FL 33408

Ship To: 561-848-2525
 VILLAGE OF NORTH PALM BEACH
 560 US HWY 1
 NORTH PALM BEACH FL 33408

Printed Order#/Dt Customer# Customer P.O. Terms SalesPerson
 01/08/20 138140 4740 BUDGET NET 30 DAYS CUSTOMER PICKUP
 04/05/19 01

QUANTITY	U/M	ITEM/DESCRIPTION	DISC	UNIT PRICE	AMOUNT
***** QUOTATION *****					
GEORGE HACHIGIAN CELL 954-347-4982					
10	EA	MAMW-SDMXX LOC 001 HARRIS MOBILE 7-800 M7300 XG75 16C-25W LIST \$2300.00 DISC 25%		1725.00	17,250.00
10	EA	MAMW-PKGNT LOC 001 FEATURE PACKAGE O/S P25 TRUNK 16C-25W LIST \$1600.00 DISC 25%		1200.00	12,000.00
10	EA	MAMW-NPL3V LOC 001 HARRIS FEATURE, 64B-DES ENCRYP 16C-25W LIST \$395.00 DISC 25%		296.25	2,962.50
10	EA	MAMW-NPL3R LOC 001 FEATURE MAX 1024+ SYSTEM GROUP		0.00	.00
10	EA	MW-PL4U LOC 001 FEATURE SINGLE-KEY DES ENCRYPT		0.00	.00
10	EA	MW-PL9E LOC 001 FEATURE SINGLE-KEY AES ENCRYPT		0.00	.00
10	EA	MAMW-NCP9F LOC 001 HARRIS CONTROL UNIT CH721 REM (Continued on Page 2)		742.50	7,425.00

CITATION COMMUNICATIONS INC.
 1855 INDIAN ROAD Q U O T E
 STE 207
 WEST PALM BEACH FL 33409

Phone #: 561-688-0330

Bill To:
 VILLAGE OF NORTH PALM BEACH
 560 US HWY 1
 NORTH PALM BEACH FL 33408

Ship To: 561-848-2525
 VILLAGE OF NORTH PALM BEACH
 560 US HWY 1
 NORTH PALM BEACH FL 33408

Printed Order#/Dt Customer# Customer P.O. Terms SalesPerson
 01/08/20 138140 4740 BUDGET NET 30 DAYS CUSTOMER PICKUP
 04/05/19 01

QUANTITY	U/M	ITEM/DESCRIPTION	DISC	UNIT PRICE	AMOUNT
***** QUOTATION *****					
(Page 2)					
16C-25W LIST \$825.00 DISC 25%					
10	EA	MAMW-NZN7R LOC 001 HARRIS ACCY REMOTE MOUNT M7300 16C-25W LIST \$360.00 DISC 25%		270.00	2,700.00
10	EA	MAMW-NMC9D LOC 001 HARRIS MICROPHONE NC M7300 16C-25W LIST \$160.00 DISC 25%		120.00	1,200.00
10		PROGRAM PROGRAMMING 18C-35W 1.50 @ \$55.00=82.50 EA		82.50	825.00
10	Hrs	INST 2 PC INSTALL 2 PIECE MOBILE RADIO 18C-35W 2.70 @ 65.00=175.50 EA		175.50	1,755.00
10	EA	TRAB7603 LOC 001 LAIRD ANT LOW PRO 760/870 BK 18C-35W LIST \$52.39 DISC 10%		47.150	471.50
10	EA	MB8U LOC 001 LAIRD MOUNT BRASS 3/4 RG58 18C-35W LIST \$17.80 DISC 10%		16.02	160.20
(Continued on Page 3)					

CITATION COMMUNICATIONS INC.
 1855 INDIAN ROAD Q U O T E
 STE 207
 WEST PALM BEACH FL 33409

Phone #: 561-688-0330

Bill To:
 VILLAGE OF NORTH PALM BEACH
 560 US HWY 1
 NORTH PALM BEACH FL 33408

Ship To: 561-848-2525
 VILLAGE OF NORTH PALM BEACH
 560 US HWY 1
 NORTH PALM BEACH FL 33408

Printed Order#/Dt Customer# Customer P.O. Terms SalesPerson
 01/08/20 138140 4740 BUDGET NET 30 DAYS CUSTOMER PICKUP
 04/05/19 01

QUANTITY	U/M	ITEM/DESCRIPTION	DISC	UNIT PRICE	AMOUNT
***** QUOTATION *****					
(Page 3)					
10	EA	RFT-1202-2T LOC 001 RFI CONNECTOR TNC M RG58 18C-35W LIST \$4.51 DISC 10%		4.060	40.60
10	EA	C-EB30-CH7-1P LOC 001 HAVIS FACE PLATE 3" M7300 18C-35W LIST \$30.28 DISC 10%		27.25	272.50
1	EA	*2WP LOC 001 SOFTWARE & RADIO ACCESSORIES PER PBCSB 18C-35W		5857.00	5,857.00
Subtotal					52,919.30
Sales Tax					.00
Tax #: 85-8012646341C6					
Quote Total					52,919.30



THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

DARCI GARBACZ
DIRECTOR

MICHAEL J. BURKE
CHIEF FINANCIAL OFFICER

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

December 14, 2018

Citation Communications
1855 Indian Road, Suite 207
West Palm Beach, FL 33409

Attn: Hugh Murrill
hugh@citation2way.com

Subject: Letter of Agreement
Bid Number: 16C-25W
Title: Term Contract for Portable and Mobile Radios, Equipment, Parts and Accessories
Contract Term: January 18, 2019 through January 17, 2020
Contact Information: Jackie.walsh@palmbeachschools.org

Dear Mr. Murrill:

The School District of Palm Beach County, Florida, has accepted your offer to renew Bid Number 16C-25W to furnish supplies and equipment for the contract of Portable and Mobile Radios, Equipment, Parts and Accessories. This acceptance is subject to compliance with the bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

Please check your certificate of insurance (See Special Condition "S" "INSURANCE REQUIREMENTS") to confirm that it is current. If it is not current, please email us an updated original certificate of insurance to insurancecertificate@palmbeachschools.org, or fax to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED AND MUST REFERENCE THE ABOVE BID NUMBER.

Purchase orders may be issued to cover supplies and equipment as the need arises. Purchase orders are your notification to proceed with fulfilling the School Districts request for supplies and equipment. Shipment without proper authorization may result in nonpayment.

If you have any questions, please do not hesitate to call my office at 561-963-3804. Thank you for renewing your bid and we are looking forward to doing business with you and your company.

Sincerely,

Darci Garbacz, C.P.M., Director
Purchasing Department

CC: bid file
Jackie Walsh, CPPB, Purchasing Agent

The School District of Palm Beach County, Florida
A Top-Rated District by the Florida Department of Education Since 2005
An Equal Education Opportunity Provider and Employer

Item No.	16C-25W Bid Summary Document Section II Manufacturer: Harris	<u>Vendors</u>					
	Note: All radios, equipment, parts and accessories include shipping charges in the firm fixed percentage discounts.						
	Description	BearCom	Car-Comm	Citation	Control Comm.	Industrial Comm.	Markee Dist.
A	Portable Radios, includes PL Code, VHF 1 to 5 watts and two channels			<u>25%</u>			
B	Portable Radios, includes PL Code, UHF 1 to 5 watts, minimum two channels			<u>25%</u>			
C	Portable Radios, includes PL Code, 800 MHZ 1 to 3 watts, minimum of two channels. Shall include minimum of 25 channel scan and priority feature.			<u>25%</u>			
D	Mobile radios all be available with PL feature, VHF - 1 to 100 watts, two channel minimum with trunk and dash mount capability.			<u>25%</u>			
E	Mobile radios all be available with PL feature, UHF - 1 to 100 watts, two channel minimum with trunk and dash mount capability with enhanced fleet synchronization.			<u>25%</u>			
F	Mobile radios all be available with PL feature, 800 MHZ 1 to max. watts, two channel minimum. Shall include scan and priority features and trunk and dash mount capability.			<u>25%</u>			
G	Remote desk-top stations with transmit indicators			<u>25%</u>			
H	Control Stations: shall be multi frequency with PL feature available. Output 1 to max wattage and remote capability, VHF 1 to max watts			<u>25%</u>			
I	Control Stations: shall be multi frequency with PL feature available. Output 1 to max wattage and remote capability, UHF 1 to max watts			<u>25%</u>			
J	Control Stations: shall be multi frequency with PL feature available. Output 1 to max wattage and remote capability, 800 MHZ 1 to max watts			<u>25%</u>			
K	Repeaters: 1 to maximum of 125 watts and shall include PL feature and multiplex operation, VHF - output 1 to maximum watts			<u>25%</u>			
L	Repeaters: 1 to maximum of 125 watts and shall include PL feature and multiplex operation, UHF - output 1 to maximum watts			<u>25%</u>			
M	Repeaters: 1 to maximum of 125 watts and shall include PL feature and multiplex operation, 800 MHZ output 1 to maximum watts			<u>25%</u>			
N	Crossband Repeater, VHF to 800 MHZ			<u>15%</u>			
O	Crossband Repeater, UHF to 800 MHZ			<u>15%</u>			
P	Batteries			<u>20%</u>			
Q	Chargers			<u>20%</u>			
R	Antennae			<u>20%</u>			
S	Accessories			<u>20%</u>			
T	Parts			<u>20%</u>			



THE SCHOOL DISTRICT
OF PALM BEACH COUNTY, FLORIDA

DARCI GARBACZ
DIRECTOR

MICHAEL J. BURKE
CHIEF FINANCIAL OFFICER

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
Phone: (561) 434-8214 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

January 8, 2018

Citation Communications, Inc.
1855 Indian Road, Suite 207
West Palm Beach, FL 33409

Attn: Hugh Murrill
hugh@citation2way.com

Subject: Letter of Agreement
Bid Number: 18C-35W
Title: Radio Tower/Repeater Repairs, Service, Maintenance, Installation and Related Products
Contract Term: December 21, 2017 through December 20, 2020

Dear Mr. Murrill:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to furnish equipment and services. This acceptance is subject to compliance with bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

A Certificate of Insurance as per special condition "S", "Insurance Requirements" must be emailed to insurancecertificate@palmbeachschools.org, or faxed to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED. No work shall commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier.

Purchase orders may be issued to cover equipment and services as the need arises and will be your notification to proceed with fulfilling the School Districts request. Shipment without proper authorization may result in nonpayment. Each new bid requires updated information so please complete the attached Vendor Record & W9 forms and return along with your Certificate of Insurance.

If you have any questions, please do not hesitate to call my office at 561-963-3804. Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Darci Garbacz, C.P.M., Director
Purchasing Department

CC: bid file
Jackle Walsh, CPPB, Purchasing Agent

The School District of Palm Beach County, Florida
A Top-Rated District by the Florida Department of Education Since 2005
An Equal Education Opportunity Provider and Employer

18C-35W
ADDITIONAL INFORMATION DOCUMENT

This information will not be used in consideration of award, but **must be completed** in order for Bid to be considered.

<u>DISCOUNT</u>		
NOTE: Complete the Manufacturer's/Vendor's Discount column based on the terms and conditions per 18C-35W - Special Condition G. FIRM PERCENTAGE DISCOUNT . Bidders are not required to bid on each manufacturer/vendor. The District <u>will</u> accept a discount of zero (0%). Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% is not.		
<u>Item</u>	<u>Manufacturer/Vendor</u>	<u>Discount</u>
1	Andrew	__ 10 __ %
2	Antenna Specialist	__ 10 __ %
3	Antenex	__ 10 __ %
4	Astron	__ 10 __ %
5	Aviat	__ 10 __ %
6	AW Enterprises	__ 10 __ %
7	Belden	__ 10 __ %
8	Cambridge	__ 10 __ %
9	Car-Comm Inc.	__ %
10	Celwave.	__ 10 __ %
11	Citation Communications	__ 10 __ %
12	Code 3	__ 5 __ %
13	CPI	__ 5 __ %
14	Crescend Industries	__ 8 __ %
15	Cushcraft	__ 10 __ %
16	DB Spectra	__ 10 __ %
17	DCR Engineering Services, Inc.	__ %
18	Decibel	__ 12 __ %
19	Duracom	__ 10 __ %
20	E.F. Johnson Company	__ 15 __ %
21	Emerson	__ 10 %
22	Federal Signal	__ 10 __ %
23	Gamber Johnson	__ 5 __ %
24	GC/Waldom	__ %
25	Harris Corporation	__ 15 __ %
26	Helper Instrument	__ %
27	IDA	__ 5 __ %
28	J.E.D.	__ %
29	JPS	__ 10 __ %
30	Kenwood	__ 20 __ %
31	Klein	__ 10 __ %

32	Kova Corporation	_____ %
33	Maxrad	__ 15 __ %
34	Motorola, Inc.	_____ %
35	Multiplyer	__ 10 __ %
36	New-tronics	__ 5 __ %
37	Otto	__ 10 __ %
38	Plantronics	__ 10 __ %
39	Polyphasier	__ 5 __ %
40	Power Pro	__ 5 __ %
41	Power Products	__ 10 __ %
42	Pulse	__ 5 __ %
43	Pyramid Communications	__ 15 __ %
44	Radio Mate	__ 3 __ %
45	RF Industries	__ 10 __ %
46	RF Services	__ 10 __ %
47	Ritron	_____ %
48	Rohn	__ 0 __ %
49	Solara	__ 5 __ %
50	Tabur	__ 5 __ %
51	Tait	__ 15 __ %
52	Tessco	__ 5 __ %
53	Times	__ 10 __ %
54	TXRX	__ 5 __ %
55	Vega	__ 15 __ %
56	Vertex	__ 15 __ %
57	Wireless Solutions	__ 5 __ %
58	Zetron	__ 10 __ %

ADDITIONAL Manufacturer's/Vendor's		
Vendor's may add any additional manufactures/vendors not listed above		
59	_____ Hytera _____	__ 15 __ %
60	_____	_____ %
61	_____	_____ %
62	_____	_____ %
63	_____	_____ %
64	_____	_____ %
65	_____	_____ %
66	_____	_____ %
67	_____	_____ %
68	_____	_____ %
69	_____	_____ %
70	_____	_____ %

71	_____	_____%
72	_____	_____%
73	_____	_____%
74	_____	_____%
75	_____	_____%
76	_____	_____%
77	_____	_____%
78	_____	_____%
79	_____	_____%
80	_____	_____%

<p>Balance of Line Discount: The "balance of line" shall include new products, parts, equipment and services that are not requested in this Invitation to Bid, but are within the scope of products and services available from the awardee. The School District reserves the right to add these products and services to the awarded items. Additions shall be submitted as they occur. Documentation such as brochures and catalogs on upgraded and new products will be supplied to the District when available and upon request. Deletions and discontinued items shall be reported to the District by the bid awarded vendor as they occur with recommendations of replacement products. Quotes for these products and services shall be returned within 72 hours of request unless otherwise specified herein. Percentage Discount is guaranteed for the term of the contract and any subsequent renewals.</p>	Percentage Discount $\frac{7}{\%}$
---	---------------------------------------

PLEASE COMPLETE THE FOLLOWING PER SPECIAL CONDITIONS "CC"

After Warranty Bench Repair Rate:	\$ _____ \$55.00 _____ Per Hour
Are your repairmen factory trained?	Yes <input checked="" type="checkbox"/> No _____
If yes, for what manufacturers?	Mfg. _____
Mfg. <input type="checkbox"/> Harris _____	Mfg. _____
Mfg. <input type="checkbox"/> Tait _____	Mfg. _____
Mfg. <input type="checkbox"/> Kenwood _____	Mfg. _____
Mfg. <input type="checkbox"/> EF Johnson _____	Mfg. _____
Mfg. <input type="checkbox"/> Vertex _____	Mfg. _____
Mfg. <input type="checkbox"/> Aviat _____	Mfg. _____
Mfg. <input type="checkbox"/> Code 3 _____	Mfg. _____
Mfg. <input type="checkbox"/> Zetron _____	Mfg. _____
Mfg. <input type="checkbox"/> Telex _____	Mfg. _____
Mfg. _____	Mfg. _____
Mfg. _____	Mfg. _____
Mfg. _____	Mfg. _____

**18C-35W
BID SUMMARY DOCUMENT**

VENDOR NAME:

This Document must be downloaded, filled out and then uploaded with your bid. The bidder should complete only those areas shaded in yellow.

Firm fixed labor rate per hour, per person per task is based on NORMAL days work schedule. Task is separated into three (3) areas (1) Tower Work (2) Field Work and (3) Bench Work.

NORMAL time constitutes any hours from 7:00 AM to 5:00PM Monday-Friday.

Note: All bid prices must include travel time, mileage, and any associated expenses and must remain firm throughout the initial contract period.

SECTION I - TABLE 1

		Labor Rate per Hour	
NORMAL HOURS			
1. Tower Work	\$	75.00	
2. Field Work	\$	65.00	
3. Bench Work	\$	55.00	
TOTAL COST	\$	195.00	
SECTION I TABLE 1			

SECTION II - TABLE 1

		Labor Rate per Hour	
NORMAL HOURS			
1. Tower Work	\$	75.00	
2. Field Work	\$	65.00	
3. Bench Work	\$	55.00	
TOTAL COST	\$	195.00	
SECTION II TABLE 1			

SECTION II - TABLE 2

		Labor Rate per Hour	
NORMAL HOURS			
1. Tower Work	\$	75.00	
2. Field Work	\$	65.00	
3. Bench Work	\$	55.00	
TOTAL COST	\$	195.00	
SECTION II TABLE 2			

GRAND TOTAL		\$	585.00
--------------------	--	----	--------

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Steven J. Hallock, Director of Public Works

DATE: January 23, 2020

SUBJECT: **RESOLUTION – Approval of the issuance of a blanket purchase order to GL Staffing Services, Inc. for temporary Sanitation Collector staffing in an amount not to exceed \$22,500.**

The Public Works Department is requesting the approval of a blanket purchase order to GL Staffing Services, Inc. in the amount of \$22,500 for temporary agency staffing for the Sanitation Division on an as needed basis. This purchase order is needed when a significant amount of Sanitation staff is off due to vacation time, sick time, bereavement leave, worker’s compensation, and/or staff turnover. If we do not have enough Sanitation staff we cannot complete collection without working into the evenings, rolling over some of the collection to the next day, and/or mixing garbage and vegetation. None of these options are acceptable with the level of service our residents and customers have come to expect.

The Public Works Department previously generated a purchase order for \$7,000 (PO 101463) for temporary agency staffing and this funding has been exhausted. This new purchase order for \$22,500 is expected to last for the rest of the fiscal year, especially if the Department can get the Sanitation Division vacancies filled and get back to full staff. When at full staff, the Department does not need to use temporary agency staffing unless there are extreme circumstances and this is rare.

In accordance with the Village’s purchasing policies and procedures: *“Blanket purchase orders in excess of \$10,000 shall be approved by the Village Council, provided, however, that the blanket purchase orders in excess of \$10,000 and up to \$25,000 shall be placed on the Consent Agenda.”*

The attached Resolution has been prepared/reviewed by the Village Attorney for legal sufficiency. Additionally, any agreements with GL Staffing Services will be subject to review and approval by the Village Attorney.

Account Information:

Fund	Department/ Division	Account Number	Account Description	Amount
General Fund	Public Works/Sanitation	A7020-33491	Contractual Services	\$22,500

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the issuance of a blanket purchase to GL Staffing Services, Inc. for temporary Sanitation Collector staffing in an amount not to exceed \$22,500, with funds expended from Account No. A7020-33491 (Public Works/Sanitation – Contractual Services), in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE ISSUANCE OF A BLANKET PURCHASE ORDER TO GL STAFFING SERVICES, INC. FOR TEMPORARY SANITATION COLLECTOR STAFFING IN AN AMOUNT NOT TO EXCEED \$22,500.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department is requesting the issuance of a blanket purchase order to GL Staffing Services, Inc. in an amount not to exceed \$22,500.00 for temporary Sanitation Collector staffing; and

WHEREAS, Village Council approval is required when the aggregate fiscal year spending for a single vendor exceeds \$10,000; and

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

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

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

Section 2. The Village Council hereby approves the issuance of a blanket purchase order to GL Staffing Services, Inc. for temporary Sanitation Collector staffing services for the Public Works Department in an amount not to exceed \$22,500.00, with funds expended from Account No. A7020-33491 (Public Works/Sanitation – Contractual Services). All agreements with GL Staffing for such services shall be subject to review and approval by the Village Attorney.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020. .

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Beth Davis, CCM, General Manager

DATE: January 23, 2020

SUBJECT: **RESOLUTION** – Approval of a First Amendment to the License Agreement with JKTA, LLC for use of the North Palm Beach Country Club Tennis Courts

Through the adoption of Resolution No. 2019-108 on September 26, 2019, the Village Council approved a License Agreement (“Agreement”) with JKTA, LLC (“Kriek”) to operate the world-renowned John Kriek Tennis Academy at the Country Club Tennis Center. Kriek has requested an amendment to the Agreement to change the term and revise the payment schedule. Kriek was unable to commence the program in October as originally anticipated.

The First Amendment to the License Agreement provides for a new term of November 1, 2019 through September 30, 2020. It also revises Section 4 of the License Agreement as follows:

PAYMENT.

A. As consideration for the grant of the License by the VILLAGE, JKTA shall pay to the VILLAGE the sum of ~~Nineteen Thousand Five Hundred Dollars (\$19,500.00)~~ Eighteen Thousand Dollars (\$18,000.00) over the License Term, payable as follows:

- (1) First three months (~~October~~ November through ~~December~~ January): \$1,000 per month;
- (2) ~~Second~~ Next three months (~~January~~ February through ~~March~~ April): \$1,500 per month; ~~and~~
- (3) ~~Final six~~ Next four months (~~April~~ May through ~~September~~ August): \$2,000 per month; ~~and~~
- (4) Final month (September): \$2,500.

B. ~~In the event that JKTA does not occupy the Licensed Area commencing October 1, 2019, the rent for the month of October shall be prorated.~~ Prior to occupying the Licensed Area and conducting the Academy at the Tennis Center, JKTA shall pay to the VILLAGE a sum equal to the first month’s rent, the last month’s rent and a security deposit in the amount of \$1,000.00.

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

Recommendation:

Village staff requests Council consideration and approval of the attached Resolution approving a First Amendment to the License Agreement with JKTA, LLC and authorizing the Mayor and Village Clerk to execute the First Amendment in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE LICENSE AGREEMENT WITH JKTA, LLC TO OCCUPY SPACE AT THE NORTH PALM BEACH COUNTRY CLUB TO OPERATE A TENNIS ACADEMY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE FIRST AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2019-108, the Village Council approved a License Agreement with JKTA, LLC to occupy space at the Country Club Tennis Center to operate the Johan Kriek Tennis Academy in accordance with the terms and conditions set forth therein; and

WHEREAS, the Village and JKTA, LLC wish to execute a First Amendment to the License Agreement to modify the term and the payment provisions; and

WHEREAS, the Village Council determines that the approval and execution of a First Amendment to the License Agreement is in the best interests of the residents and citizens of the Village of North Palm Beach.

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

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

Section 2. The Village Council of the Village of North Palm Beach, Florida, hereby approves a First Amendment to the License Agreement with JKTA, LLC, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the First Amendment on behalf of the Village.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution 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 _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 2020 by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, 501 U.S. Highway One, North Palm Beach, FL 33408, hereinafter referred to as "VILLAGE", and JKTA, LLC, a Florida limited liability company, 6321 PGA Boulevard, Suite 104-311, Palm Beach Gardens, FL 33418, hereinafter referred to "JKTA."

WITNESSETH:

WHEREAS, the VILLAGE and JKTA executed a License Agreement dated September 26, 2019 for the operation of the John Kriek Tennis Academy on courts located at the North Palm Beach Country Club Tennis Center; and

WHEREAS, the parties have agreed to modify the terms of the License Agreement relating the commencement date and the payment schedule.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the VILLAGE and JKTA agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein.
2. Section 3 of the License Agreement is hereby amended to read as follows (deleted language is ~~stricken through~~ and additional language is underlined):

3. TERM OF THE LICENSE.

The term of the License granted herein shall be from ~~October~~ November 1, 2019 through September 30, 2020 ("License Term"). Payments shall be due prior to the first (1st) day of each month and shall be considered late by the fifteenth (15th) day of each month.

3. Section 4 of the License Agreement is hereby amended to read as follows (deleted language is ~~stricken through~~ and additional language is underlined):

4. PAYMENT.

A. As consideration for the grant of the License by the VILLAGE, JKTA shall pay to the VILLAGE the sum of ~~Nineteen Thousand Five Hundred Dollars (\$19,500.00)~~ Eighteen Thousand Dollars (\$18,000.00) over the License Term, payable as follows:

- (1) First three months (~~October~~ November through ~~December~~ January):
\$1,000 per month;

- (2) ~~Second~~ Next three months (~~January~~ February through ~~March~~ April):
\$1,500 per month; ~~and~~
- (3) ~~Final six~~ Next four months (~~April~~ May through ~~September~~ August):
\$2,000 per month-; ~~and~~
- (4) Final month (September): \$2,500.

B. ~~In the event that JKTA does not occupy the Licensed Area commencing October 1, 2019, the rent for the month of October shall be prorated.~~ Prior to occupying the Licensed Area and conducting the Academy at the Tennis Center, JKTA shall pay to the VILLAGE a sum equal to the first month's rent, the last month's rent and a security deposit in the amount of \$1,000.00.

4. All other provisions of the License Agreement, to the extent not expressly modified herein, shall remain in full force and effect.

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

VILLAGE:

**VILLAGE OF NORTH PALM BEACH, a
Florida municipal corporation**

(VILLAGE SEAL)

By: _____
DARRYL AUBREY, Mayor

ATTEST:

By: _____
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
VILLAGE ATTORNEY

JKTA:

JKTA, LLC, a Florida limited liability company.

Witnesses:

Print Name:

Print Name:

By: _____
Print Name:
Title:

RESOLUTION 2019-108

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A LICENSE AGREEMENT WITH JKTA, LLC TO OCCUPY SPACE AT THE NORTH PALM BEACH COUNTRY CLUB TENNIS CENTER TO OPERATE A TENNIS ACADEMY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended execution of a License Agreement with JKTA, LLC ("JKTA") whereby JKTA would occupy space at the Country Club Tennis Center to operate the Johan Kriek Tennis Academy in accordance with the terms and conditions set forth therein; and

WHEREAS, the Village Council determines that the execution of the License Agreement with Kriek is in the best interests of the residents and citizens of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby approves the License Agreement with JKTA, LLC, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Agreement on behalf of the Village.

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

PASSED AND ADOPTED THIS 26TH DAY OF SEPTEMBER, 2019.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

LICENSE AGREEMENT

20
19th

THIS LICENSE AGREEMENT is made and entered into this 20th 19th day of SEPTEMBER, 2019 by and between the **VILLAGE OF NORTH PALM BEACH**, a Florida municipal corporation, 501 U.S. Highway One, North Palm Beach, FL 33408, hereinafter referred to as "VILLAGE", and **JKTA, LLC**, a Florida limited liability company, 6321 PGA Boulevard, Suite 104-311, Palm Beach Gardens, FL 33418, hereinafter referred to "JKTA."

WITNESSETH:

WHEREAS, the VILLAGE is the owner of the North Palm Country Club Tennis Center ("Tennis Center"), located at 951 U.S. Highway One, North Palm Beach, Florida; and

WHEREAS, JKTA operates the Johan Kriek Tennis Academy ("Academy") and wishes to conduct the Academy on courts located at the Tennis Center; and

WHEREAS, the VILLAGE wishes to grant JKTA a license to utilize courts at the Tennis Center to operate the Academy in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the VILLAGE and JKTA agree as follows:

1. GRANT OF LICENSE.

The VILLAGE hereby grants to JKTA a nonexclusive license to utilize space at the Tennis Center, as more particularly described in Section 2 below, for the purpose of operating the Academy.

2. SCOPE OF LICENSE.

A. The VILLAGE shall allow JKTA to utilize four (4) courts at the Tennis Center ("Licensed Area") for the purpose of operating the Academy during the following times:

- (1) 3:30 p.m. to 7:00 p.m., Monday through Friday; and
- (2) 11:00 a.m. to 2:30 p.m. on Saturday.

The precise courts occupied by JKTA shall be designated by the VILLAGE.

B. JKTA shall secure prior written approval from the VILLAGE prior to either altering or erecting any structure, temporary or otherwise, in the Licensed Area.

C. Outside of the designated hours set forth in subsection A above, JKTA shall store all equipment necessary for operation of the Academy off-site. Notwithstanding the foregoing,

JK

JKTA shall be permitted to store no more than four (4) teaching baskets in the Tennis Center equipment room.

3. TERM OF THE LICENSE.

The term of the License granted herein shall be from October 1, 2019 through September 30, 2020 ("License Term"). Payments shall be due prior to the first (1st) day of each month and shall be considered late by the fifteenth (15th) day of each month.

4. PAYMENT.

A. As consideration for the grant of the License by the VILLAGE, JKTA shall pay to the VILLAGE the sum of Nineteen Thousand Five Hundred Dollars (\$19,500.00) over the License Term, payable as follows:

- (1) First three months (October through December): \$1,000 per month;
- (2) Second three months (January through March): \$1,500 per month; and
- (3) Final six months (April through September): \$2,000 per month.

B. In the event that JKTA does not occupy the Licensed Area commencing October 1, 2019, the rent for the month of October shall be prorated. Prior to occupying the Licensed Area and conducting the Academy at the Tennis Center, JKTA shall to the VILLAGE a sum equal to the first month's rent, the last month's rent and a security deposit in the amount of \$1,000.00.

C. The security deposit shall be held by the VILLAGE in a non interest bearing account to cover any damage to the Licensed Area or other VILLAGE property and shall be refundable, less any damages incurred, within thirty (30) days after the expiration or termination of the License Term. In the event that the License is terminated prior the expiration of one year, the last month's payment shall be credited against any sums due and owing the VILLAGE, with the remaining funds, if any, paid to JKTA within thirty (30) days after termination.

5. OBLIGATIONS OF VILLAGE.

A. During the License Term, the VILLAGE shall allow JKTA to market the Tennis Center on its website, in print materials and in customer mailings and shall allow JKTA to place a marketing brochure in its Tennis Shop.

B. The VILLAGE shall pay all costs of operating and maintaining the Licensed Area, including repairs, utilities, parking, landscaping and real property taxes unrelated to the operation of the Academy.

C. The VILLAGE shall provide parking for Academy Personnel and Academy participants within designated parking areas at the Country Club.

D. The VILLAGE shall supply electricity to the Licensed Area.

6. OBLIGATIONS OF JKTA.

A. JKTA is solely responsible for all activities performed within the Licensed Area, including, but not limited to, staffing of the Academy and payment to Academy Personnel. JKTA shall further be solely responsible for all taxes incurred by virtue of its operation of the Academy at the Tennis Center.

B. JKTA shall secure all permits, licenses and approvals required by federal, state and local laws applicable to the operation of the Academy, including, but not limited to, a VILLAGE Business Tax Receipt.

C. JKTA shall require that all Academy participations purchase a Junior Tennis Membership at the published annual rate. JKTA shall provide a list of all participants to the VILLAGE to verify the purchase of the required memberships.

D. JKTA shall use standard and reasonably prudent practices in operating the Academy in the Licensed Area pursuant to this Agreement.

E. All Academy Personnel, whether employees, independent contractors or volunteers, shall comply with all VILLAGE requirements governing conduct, safety and security while on VILLAGE-owned property. Additionally, at a minimum, JKTA shall conduct a background check and drug test prior to any of its Personnel entering the Licensed Area in connection with the operation of the Academy.

7. ADMINISTRATION.

JKTA shall occupy the Licensed Area and operate the Academy under the general direction of the Village Manager and the Country Club's General Manager. The General Manager shall act as the VILLAGE's representative during the term of this Agreement, and JKTA shall abide by all directives given by the General Manager.

8. INDEPENDENT CONTRACTOR.

The VILLAGE and JKTA agree and acknowledge that JKTA is and shall be during the operation of the Academy on the Licensed Area pursuant to this Agreement, an independent contractor and shall not, under any circumstances, be considered an employee, agent or servant of the VILLAGE. No employment relationship is created by virtue of this Agreement.

9. INSURANCE

A. During the term of this Agreement, JKTA shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

1. General Liability. General Liability Insurance with each occurrence limits of not less than Five Hundred Thousand Dollars (\$500,000) and not less than One Million Dollars

gk

(\$1,000,000) in the aggregate. All policies must include sexual and physical abuse liability coverage.

2. Worker's Compensation. To the extent applicable, JKTA shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event JKTA does not carry Workers' Compensation Insurance and chooses not to obtain same, then JKTA 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.

B. JKTA shall furnish the VILLAGE certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage shall not be effective until at least thirty (30) days' written notice has been made to the VILLAGE. JKTA shall include the VILLAGE as an additional insured. The above insurance requirements may be waived by the Village Manager, in the Manager's sole discretion.

C. JKTA shall not utilize the Licensed Area until all required insurance has been obtained, and such insurance has been approved (or waived) by the Village Manager.

10. INDEMNITY AND HOLD HARMLESS.

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

B. JKTA shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants or employees.

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

11. TERMINATION OF AGREEMENT.

A. This Agreement may be terminated by the VILLAGE or JKTA with or without cause upon thirty (30) days' written notice to the other party.

B. The VILLAGE may terminate this Agreement with cause immediately. For the purpose of this section, "with cause" shall include: (1) any material breach of this Agreement by JKTA, including failure to pay rent; and (2) any inappropriate behavior by JKTA's employees,

contractors or volunteers, while on VILLAGE property, including, but not limited to, harassment or violent or threatening behavior.

12. ANTI-DISCRIMINATION.

JKTA warrants and represents that all Academy Personnel are treated equally during employment without regard to race, color, religion, gender, age, national origin, disability, sexual orientation or any other category protected by law.

13. NOTICES.

Any notice, request, demand, approval, consent or other communication which the VILLAGE or JKTA may be required or permitted to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, at the addresses specified above. Notwithstanding the foregoing, the VILLAGE may provide notice to JKTA by personal delivery to Academy Personnel at the Licensed Area. Notice shall be deemed given when hand delivered or not later than three (3) days after same shall have been deposited in an official United States Post Office, postage prepaid.

14. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party 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 may be entitled.

15. SURRENDER OF LICENSED AREA.

Upon the expiration or termination of this Agreement, JKTA shall deliver and surrender the Licensed Area to the VILLAGE in good repair and condition, with the exception of ordinary wear and tear, and shall remove all of its personal property. Should JKTA fail to remove its personal property upon termination or expiration of this Agreement, said property shall become the property of the VILLAGE.

16. GOVERNING LAW AND VENUE.

The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County, Florida.

JK

17. WAIVER.

A waiver by either the VILLAGE or JKTA of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

18. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19. ENTIRETY OF AGREEMENT.

The VILLAGE and JKTA agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between VILLAGE and JKTA, whether written or oral.

20. MODIFICATION

None of the provisions, terms, or conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

21. SUCCESSORS AND ASSIGNS.

The VILLAGE and JKTA each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. JKTA shall not assign this Agreement without the express written approval of VILLAGE via executed amendment.

22. PREPARATION.

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

23. SURVIVABILITY.

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



24. INSPECTOR GENERAL.

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

25. PUBLIC RECORDS.

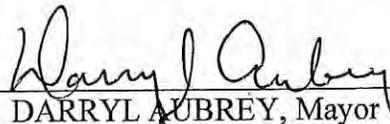
To the extent applicable, JKTA shall comply with Chapter 119.0701, Florida Statutes, regarding access to public records.

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

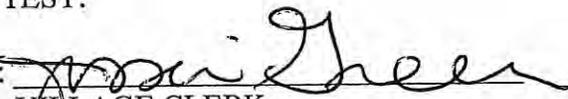
VILLAGE:

**VILLAGE OF NORTH PALM BEACH, a
Florida municipal corporation**

(VILLAGE SEAL)

By: 
DARRYL AUBREY, Mayor

ATTEST:

By: 
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: 
VILLAGE ATTORNEY

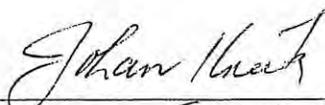
gk

JKTA:

JKTA, LLC, a Florida limited liability company.

Witnesses: 
DAGMARA KRIEK
Print Name:

Print Name:

By: 
Print Name: JOHAN KRIEK
Title: PRESIDENT

**VILLAGE OF NORTH PALM BEACH
LIBRARY ADVISORY BOARD MEETING MINUTES
NOVEMBER 26, 2019**

CALL TO ORDER

Chairperson Christine DelGuzzi called the meeting to order at 7:00 PM.

ROLL CALL

Present : Zakariya Sherman, Library Director
 Christine DelGuzzi, Chairperson
 Phyllis Wissner, Vice Chairperson
 Bonnie Jenkins, Secretary
 Carolyn Kost, Member – Speaker Phone
 Brad Avakian, Member
 Tina Chippas, Member
 Leslie Metz, Member – (Absent)
 David Norris – Council President Pro Tem

APPROVAL OF MINUTES

Minutes for the October, 22 2019, meeting were approved after a motion made by Phyllis Wissner and seconded by Tina Chippas.

LIBRARIAN'S REPORT

Director Zak Sherman reported the following:

- 7th Annual Veterans Day Ceremony was held on November 11th and included the dedication of the Gold Star Families memorial.
- Palm Springs Public Library Grand Re-Opening was attended by staff on October 30th.
- *Families Reading Together* kick off was November 2nd at the Norton Museum of Art. NPB was represented by Julie and Meaghan. Treasure chests containing books were given away.
- The Library will be hosting language learning classes in English as a Second Language, German and Portuguese. Due to state aid funding requirements, a suggested donation of \$4.00 to \$7.00 is recommended.
- Discussions with Biblioteca, a e-book provider, are underway. This would provide access to the inventory of all of the participating libraries within the state. NPB patrons would have first call on any NPB books.
- Friends of the Library Update:
 - Met November 4th and discussed dates of upcoming events.
 - Book sales continue to be strong.
 - Fundraising, including the mini-golf event and haunted house netted over \$2500.00.
- Facilities:
 - All carpets within the library have now been cleaned.
- Youth Services
 - Julie and Zak participated in “Read for the Record” on November 7th. They read to six TCS 1st grade classes.
- Adult programs
 - Crafts for Grown-ups continue.
 - Book Discussion club read *Where the Crawdads Sing* by Delia Owens
- Statistics
 - Statistics continue to rise.

- New Library Management System (Koha) provides better, more in-depth reports to keep track.
- For specific numbers, please see Director Sherman's report

OLD BUSINESS

There was none.

NEW BUSINESS

Bonnie Jenkins moved that there be no LAB meeting in December, due to the holidays. The motion was seconded by Tina Chippas and passed unanimously.

QUESTIONS AND ANSWERS

ADJOURNMENT

A motion to adjourn the meeting was made by Tina Chippas and seconded by Phyllis Wissner. The meeting was adjourned at 7:22 PM.

The next meeting will be Tuesday, January 28, 2020 at 7:00pm
See you in the next decade!

Respectfully submitted by Bonnie Jenkins – January 14, 2020



**VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY, DECEMBER 3, 2019**

Present:

Cory Cross, Chairman
Thomas Hogarth, Member
Jake Furlott, Member
Kathryn DeWitt, Member
Jonathan Haigh, Member

Len Rubin, Village Attorney
Jeremy Hubsch, Community Development Director
Paola West, Principal Planner
Justin Revis, Planner

Not Present:

Donald Solodar, Vice Chair
Lori Rainaldi, Member

I. CALL TO ORDER

Chairman Cross called the meeting to order at 6:30 PM.

IA. ROLL CALL

All members of the Planning Commission were present except Mr. Solodar and Ms. Rainaldi.

II. APPROVAL OF MINUTES

The Minutes of the November 5, 2019 Regular Meetings were approved as written.

III. DELARATION OF EX PARTE COMMUNICATIONS

There were no Ex Parte Communications declared by the Board.

IV. QUASI JUDICIAL MATTERS / PUBLIC HEARING

Gregory Keller, 2750 Omega Place, requested to address the Planning Commission regarding clarification of a statement he made at the November Planning Commission meeting related to his Special Exception application regarding the storing of his boat. The Staff Report indicated that the height of his wooden fence was less than six feet, but he asserted that it was six feet. He stated that after the meeting he went home and measured the fence and it was indeed less than six feet.

A. CERTIFICATES OF APPROPRIATENESS

- 1. COA 2019-1961: 115 Lakeshore Drive – OLD PORT COVE TOWER EAST CONDOMINIUM ASSOCIATION**

Minutes of Village Planning Commission Regular Meeting held on December 3, 2019

Request: An application submitted by Michael Beck on behalf of OLD PORT COVE TOWER WEST CONDOMINIUM ASSOCIATION, requesting Certificate of Appropriateness (COA) approval for building paint colors.

Mr. Revis presented the Staff report and recommendation. The applicant is requesting approval of paint colors for the Old Port Cove Tower East condominium building. The proposed building colors are a white for the body and rails (Benjamin Moore 967/OC-149 and OC-152) and a light teal for the trim (Benjamin Moore 688). The proposed paint colors are generally harmonious with the architecture of the buildings and the character of Old Port Cove. The painting has been completed, therefore retroactive approval is needed.

The Planning Commissions had no questions or comments for discussion.

Motion: Mr. Hogarth moved to approve the application. Mr. Furlott seconded the motion, which passed 5-0.

2. COA 2019-1962: 123 Lakeshore Drive – OLD PORT COVE TOWER WEST CONDOMINIUM ASSOCIATION

Request: An application submitted by Michael Beck on behalf of OLD PORT COVE TOWER WEST CONDOMINIUM ASSOCIATION, requesting Certificate of Appropriateness (COA) approval for building paint colors.

Chairman Cross advised that application is identical to the previous item (COA 2019-1961) and asked for a Motion to approve.

The Planning Commissions had no questions or comments for discussion.

Motion: Mr. Haigh moved to approve the application. Mrs. DeWitt seconded the motion, which passed 5-0.

3. COA 2019-1827: 135 Shore CT– ONE THIRTY FIVE SHORE COURT CONDOMINIUM ASSOCIATION, INC.

Request: An application resubmitted by Charles Moore on behalf of ONE THIRTY FIVE SHORE COURT CONDOMINIUM ASSOCIATION, INC. requesting Certificate of Appropriateness (COA) approval for siding material.

Mrs. West presented the Staff report and recommendation. The application has not changed substantially from the previous one submitted in November. The Planning Commission expressed concerns that changing the cedar shake to a vinyl siding would alter the building design and requested the Applicant return with a rendering to clarify the relationship between the proposed building colors and materials. The Applicant has supplemented the submittal package to include a hand colored elevation of the existing building to show what the proposed color scheme will look like. The colored elevation shows that the building color will remain a rose peach color; however, the building shutters and doors will be painted to match the siding's Pebblestone Clay color. However, the colored elevation does not show what the proposed vinyl siding material will look like on the building. The Applicant has provided several photographs of previous projects that have utilized similar vinyl siding material. Staff does not consider what was submitted a rendering as it does not show the material, but it does clean up what the colors are to look like. At the November presentation, Staff requested that the building have good architectural character and be harmonious with the surrounding buildings. Staff does not feel they meet this criteria.

The Planning Commissions discussion included: Whether a new rendering was submitted; whether the building color was going to be a peach color; discussion on whether what was submitted actually provides the

Minutes of Village Planning Commission Regular Meeting held on December 3, 2019

information requested; suggestion that as the original cedar shake has held up for over 40 years, it has proven durability over the vinyl siding and should be kept; suggestion that other products be considered that would mimic the cedar shake; suggestion that a more comprehensive rendering and/or samples be submitted to show the actual colors of the siding, shutters and building.

Charles Moore, 7957 South Lake Dr., West Palm Beach, was present to represent the applicant.

Mr. Don Clemmons, Vice President of the Shore Court Condominium Association, 237 Castlewood Dr., was also present to represent the applicant.

Motion: Mr. Haigh moved to table the application to the January meeting. Mrs. DeWitt seconded the motion, which passed 5-0.

4. COA 2019-1618: 541 Northlake Boulevard – BFS RETAIL & COMMERCIAL OPERATIONS

Request: An application submitted by John F. Hose on behalf of BFS RETAIL & COMMERCIAL OPERATIONS requesting Certificate of Appropriateness (COA) approval for signage.

Mrs. West presented the Staff report and recommendation. The applicant is proposing to replace an existing wall sign and resurface an existing ground/monument sign for the property. The existing monument sign is currently located close to the west side of the property, set back 10 feet from the side property line along Northlake Boulevard, and only the sign face is to be changed. The existing continuous variegated arboricola hedge at the base of the sign will remain. The existing wall sign is currently mounted to the front facade of the structure, set back 48.6 feet from the property line. The proposed wall sign will be in the same location as the current wall sign, but will be smaller than it is currently. The area for the wall sign does slightly exceed the 5% maximum area by 1.72 square feet and Staff has placed a condition to reduce the sign area accordingly.

It is Staff's analysis that this application is consistent with the Appearance criteria provided herein. Should the planning Commission determine that the Applicant has met the necessary prerequisites for the granting a Certificate of Appropriateness, Staff requests the following conditions be included as part of the Commission's approval:

1. Applicant shall obtain all necessary governmental permits and approvals for the sign.
2. Hedge must be installed a minimum of 30 inches high and not more than 18 inches apart.
3. Building sign must be reduced in sign area to a maximum of 48.28 sq. ft (5% of building facade).

The Planning Commissions discussion included: suggestion to maintain the monument sign hedge so the street address is visible; suggestion to paint the sign frame the same blue as the sign lettering; where the location of the Bridgestone sign is installed; suggestion to remove the racetrack mounting on the wall sign and to pin mount it and lit internally; and

Motion: Mr. Hogarth moved to approve the application with the conditions:

1. Applicant shall obtain all necessary governmental permits and approvals for the sign.
2. Hedge must be installed a minimum of 30 inches high and not more than 18 inches apart. Hedge must be trimmed where the street numbers are located to allow for numbers to be visible.
3. Window sign is subject to applicable codes.
4. Building sign must be reduced in sign area to a maximum of 48.28 sq. ft. (5% of building façade). Building sign must include letters individually attached to the building and not include the raceway as proposed.

5. Ground sign frame must be painted to match the blue Pantone color that is proposed.

Mrs. DeWitt seconded the motion, which passed 5-0.

5. COA 2019-1914: 808, 812, 816, 824, & 828 Lighthouse Drive – PINEAPPLE GROVE CONDOMINIUM OF NORTH PALM BEACH

Request: An application submitted by Elizabeth O’Hara on behalf of PINEAPPLE GROVE CONDOMINIUM OF NORTH PALM BEACH requesting Certificate of Appropriateness (COA) approval for fencing material and color.

Mr. Revis presented the Staff report and recommendation. The Applicant is proposing to remove an existing wooden privacy fence that is located along the western half of the property’s border with Osborne Park. A new vinyl privacy fence will be constructed along the entirety of the property’s border with Osborne Park. The proposed fence will be six feet tall and will be supported by concrete columns spaced every sixteen feet. The Village’s Parks Department has reviewed the proposed fencing and is supportive of the Applicant’s request.

It is Staff’s analysis that this application is consistent with the Appearance criteria provided herein. Should the Planning Commission determine that the Applicant has met the necessary prerequisites for the granting a COA, Staff requests the Commission include the following condition(s) as a part of their order:

1. Obtain a building permit for the proposed project as approved herein.

Byron Garcia, Remnant Construction, 201 S. 2nd St., Fort Pierce, FL, was present to represent the project.

The Planning Commissions discussion included: how will the fence attach to support panel; whether the Code allow for decorative features above fences; and whether the fence stops at the dumpster enclosure.

Motion: Mr. Furlott moved to approve the application with the conditions that the top rail of the fence be lowered to just below the stucco band to match the height of the column pillars, the column pillars be painted to match the building and the fence panels to be white. Mr. Hogarth seconded the motion, which passed 5-0.

B. ZONING/VARIANCE APPLICATIONS

No Items

V. ADMINISTRATION MATTERS

A. North Palm Beach Country Club/Farmer’s Table Sign:

Mr. Hubsch refreshed the Planning Commission on Staff’s presentation of the North Palm Beach Country Club / Farmer’s Table Sign brought before the Board over the summer. The matter went before the Village Council and then back and forth with several reiterations. It was Staff’s suggestion to add the pergola elements to match the Country Club building.

Council is comfortable with current sign design and asked for Planning Commission’s recommendation before final approval.

Michael Suvella, Art Sign Company, 835 N.W. 6th Avenue, Ft. Lauderdale, was present to represent the project.

Minutes of Village Planning Commission Regular Meeting held on December 3, 2019

Mr. Suvella explained that the mini cupolas were an idea from Village staff, and mimic the Country Club cupolas. They are internally illuminated and are translucent or transparent, whichever the Village prefers. Each side has four smaller windows instead of one larger window. The fabrication is heavy gauge aluminum and welded, all designed to meet the stringent wind load requirements. The text is aluminum computer routed graphics with matching computer routed ¾ inch acrylic protruding through it. The colors are achieved with vinyl graphic films. The illumination will have a halo effect.

The Planning Commissions discussion included whether the sign meets the Village's sign codes.

Mr. Hubsch advised it is a little under 10 feet in height. The sign is being looked at as an architectural structure, not a sign. Code allows larger architectural structures. The size of the property also allows for larger structures. The sign will be completely illuminated.

Mr. Furlott - Much more conservative sign – too jazzy – lights shining at the sign instead of illuminating from it. Cupolas are interesting and appear out of scale with the column size.

Mr. Hogarth – Will the column be square and the cupolas be centered on them? Mr. Suvella advised they are square and will be 30 inches on the side.

Mrs. DeWitt – Prefers internally lit letters. Feels the blue is too difficult to see at night. Mr. Suvella stated that the blue is fabricated to not have that effect on the eyes by the way it is bent. She feels white light looks much nicer. The Cupolas make it appear as a “princess castle”, and a single cupola would be best. Color differentiation between the side and the sign.

Mr. Suvella suggested to make the cupolas wider. Mrs. DeWitt felt that would be better.

Mr. Haigh – Asked whether the cupolas were octagon shaped. Mr. Suvella advised they are octagons. The scale of the cupola in the drawing may be misrepresenting the actual design.

Planning Commission's recommendation to Village Council is there be no cupolas, or at a minimum, one cupola on the inside, and change the scale of the cupola to be more line with the building (more squat); increase the size of the top panel and raise the wording (North Palm Beach Country Club) up to provide more separation between the logo and Jack Nicklaus' signature; and add the street address on the street side.

B. Commercial Code Rewrite Discussion

- A workshop is being planned for the January Planning Commission. The draft will be sent out to the Planning Commission to review prior to the January meeting. The consultant was behind schedule in getting the draft to the Village.

C. Staff Updates

- Status of Staff Parking Lot – Mr. Huff reports that the project is still in the planning and discussion stages. Staff parking will be needed due to the increased number of seating spaces in the restaurant and banquet room(s), and the number of events planned concurrently.

D. Commission Member Comments:

Is the sidewalk replacement project going on throughout the Village being completed by a contractor? The quality of the work is not like the current sidewalks in that the finish is rough and there are no concrete joint buffers in between the panels.

Minutes of Village Planning Commission Regular Meeting held on December 3, 2019

VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 8:01 P.M.

Minutes typed by Jane Lerner

VILLAGE OF NORTH PALM BEACH

GOLF ADVISORY BOARD

MINUTES of December 16, 2019

I. CALL TO ORDER

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

II. ROLL CALL

A. Present:

Absent:

Stephen Mathison – Chairman

Rich Pizzolato – Vice Chairman

Curtis Witters – Secretary

David Talley – Member

Jeff Irish – Member

Jeff Egizio – Member

Landon Wells - Member

B. Staff Members Present:

Allan Bowman, Director of Golf

Beth Davis, General Manager

Lenore Dingle, Membership Coordinator

C. Council Members Present:

David Norris

Deborah Searcy

D. Public Present:

Stephen Rocamboli

Lorraine Rocamboli

Mike Pierce

III. APPROVAL OF MEETING MINUTES

A. Minutes of the November 18, 2019 GAB Meeting were approved 6-0.

IV. ADMINISTRATIVE REPORTS

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

Things at the club are going well. We have had 2400 rounds of play in the first 15 days of December. We are averaging 140 rounds a day.

We had a holiday party for staff at the club.

We have sprayed parts of the course with green coloring but had some complaints that the spray was not dry and was staining shoes and golf balls. When we spray again, we will start on the back nine so that the spray is dry before golfers reach it.

We are seeking members for a Green Committee. The committee will meet approximately four times per year and will address:

1. Golf course conditions.
2. A long-term strategic plan for the course.

On January 16th, we will meet with Brightview to discuss feedback received about the course, its condition, maintenance, and planning.

We continue to work with the Nicklaus Group on all issues involving the golf course, keeping in touch as necessary.

We are awaiting a permit to trim the mangroves adjacent to Hole 7 a few inches, in order to enhance the view of the waterway.

We will close June 1-4 for aeration.

Membership: We currently have 2016 members and 4 slots are open. Invitations have been sent out to those on the waiting list.

We have 364 names on the waiting list, but some do not seem to be committed to joining the club. We went through the first 17 names on the list to get 4 acceptances to fill the openings described above.

V. DISCUSSION TOPICS

The Board and the members of the public present had a discussion about the membership waiting list. Allan Bowman suggested that those on the waiting list as of February 1, 2020 be required to make a \$100 deposit to remain on the list. When the

individual's name on the list is reached, and they become a member, the \$100 would be applied to the cost of the membership. If a person declines to join when their name is reached, they would receive a \$100 gift card for use in the pro shop and their name would be removed from the waiting list.

One of the members of the public in attendance said that they are currently number 176 on the waiting list and that it is unfair that they are not allowed to become a member.

A discussion was had regarding the history of allowing non-Village residents to hold a membership in the club.

Allan Bowman asked the Board to consider an additional category of membership, to see if it would solve part of the waiting list problem and whether it would have any impact on renewals by existing golf members. The GAB approved a recommendation to the Village Council that the category of Village Resident Membership be created.

In addition, the GAB approved a recommendation to require the deposit of \$100 in order for persons to remain on the waiting list.

The rounds report was that we had 3,810 rounds in November, an increase of 10% over historical numbers.

A discussion was had about trees on the golf course. Board Member Jeff Irish is very concerned that a number of large trees have been removed over the years and that we have no plan or policy regarding the removal of trees. The Board shares Jeff's concern that we must be good stewards of the land where the golf course is located.

Allan Bowman pointed out that the oak tree on Hole 4 which was recently removed was based on a Nicklaus Group recommendation, in order to correct a long-standing problem and to allow grass to grow in the fairway. The Board will consider at a future meeting whether a tree removal policy should be implemented for the golf course.

Chairman Steve Mathison announced that he is making a generous donation of \$5,000 to the club in recognition of construction of the artificial grass putting green adjacent to the new clubhouse.

VI. ADJOURNMENT

The meeting was adjourned at 7:08 p.m.
The next meeting will be January 13, 2020.
Minutes by Curtis L. Witters, Secretary.

VILLAGE OF NORTH PALM BEACH
Public Works Department

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Steven J. Hallock, Director of Public Works

DATE: January 23, 2020

SUBJECT: **RESOLUTION – Acceptance of a proposal from the Village Engineer, Engenuity Group, Inc., to provide professional engineering services for the Lakeside Park Bulkhead project in the amount of \$52,712.**

The Village Council executed a Continuing Contract for Professional Engineering Services with Engenuity Group, Inc. through the adoption of Resolution 2016-30 on May 26, 2016. Village Staff is recommending utilizing this Contract to request Council's approval of a proposal from the Village Engineer, Engenuity Group, Inc., to provide professional engineering services for the Lakeside Park Bulkhead project in the amount of \$52,712. The services will be performed by Engenuity, as well as two of its subconsultants, Terracon Consultants, Inc. and Isiminger & Stubbs Engineering, Inc., in accordance with the terms of the Continuing Contract.

Due to the very poor condition of the bulkhead, Village Administration plans to complete the engineering at this time in case the bulkhead fails and an emergency repair is needed. There is \$60,000 budgeted in this year's budget for the project. Completing the engineering will also assist with seeking grant monies for the construction phase of the project, which is currently not budgeted within the Village's 5-year Capital Improvement Plan, and will provide an engineering opinion of probable construction cost for budgetary purposes.

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

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works / Streets & Grounds	17321-66210	Construction & Major Renovation	\$52,712

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting a proposal from the Village Engineer, Engenuity Group, Inc., to provide professional engineering services for the Lakeside Park Bulkhead project in the amount of \$52,712, with funds expended from the Infrastructure Surtax Fund – Account Number 17321-66210 (Construction & Major Renovation), in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM ENGENUITY GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE LAKESIDE PARK BULKHEAD PROJECT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is a party to a Continuing Contract for Professional Engineering Services with Engenuity Group, Inc. to perform engineering and related services as Village Engineer; and

WHEREAS, Village Administration recommended accepting the proposal submitted by Engenuity Group, Inc., and two of its subconsultants, Terracon Consultants, Inc. and Isiminger & Stubbs Engineering, Inc., for professional engineering services for the Lakeside Park Bulkhead Project; and

WHEREAS, the Village Council determines that adoption of this Resolution accepting the proposal from Engenuity Group, Inc. is in the best interests of the residents and citizens of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF 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 accepts the proposal from Engenuity Group, Inc. pursuant to the Continuing Contract for Professional Engineering Services for engineering services for the Lakeside Park Bulkhead Project at a total cost of \$52,712.00, with funds expended from Account No. I7321-66210 (Infrastructure Surtax – Public Works – Construction and Major Renovation). The services shall be performed in accordance with all terms and conditions of the Continuing Contract. The Village Council further authorizes the Village Manager to execute all documents necessary to effectuate these services.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
2020 - 2024**

Strategic Result : Waterways and Recreation	Department : Public Works
Project Name : Seawall Replacement at Lakeside Park	Year(s) : 2020
Project Description : <p>Two options should be considered. The first option is replacement of the seawall. The second option is installation of interlocking sheet piling on the water ward side of the seawall. With the resulting gap filled by sand, gravel, or flowable fill, with rip-rap stacked on the waterward side of the sheets for structural support, aesthetics, and wave energy absorption.</p>	
Link to Strategic Plan : <p>Avoid a seawall failure that could cause the loss of the park peninsula and observation area.</p>	
Need, Justification, Benefits : <p>The southeast seawall is in poor condition. It simply has so many deficiencies that repair is not feasible. The seawall is clearly at or near the end of its useful life, and could suffer a structural failure at any time, especially during a severe rain event or during a sudden recession of the water level in the lake (such as from waves or a drop from an unusually high tide to a relatively low tide).</p>	
Location & Area Map	Project Photo
	
Comments : <p>Staff conclusions are based upon an engineering study completed in December 2017 to assess damage at Lakeside Park after Hurricane Irma. The canal side seawall will need to be addressed at a future date and is less critical at this time. Staff is planning to pursue Lake Worth Lagoon Funding.</p>	

**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
FINANCIAL INFORMATION
2020 - 2024**

Project Name :	Seawall Replacement at Lakeside Park					
Strategic Result :	Waterways and Recreation					
Department :	Public Works					
	2020	2021	2022	2023	2024	Total
Project Budget :						
Land acquisition						\$ -
Planning / Design						\$ -
Engineering	\$ 60,000					\$ 60,000
Construction						\$ -
Vehicle						\$ -
Equipment						\$ -
Other						\$ -
Total Budget	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Funding Sources :						
General revenues						\$ -
Impact fees						\$ -
Grant revenues						\$ -
Debt Service						\$ -
Infrastructure Surtax	\$ 60,000					\$ 60,000
Fund balance						\$ -
Other						\$ -
Total Revenues	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000
Operating Impact:						
Personnel						\$ -
Operating						\$ -
Capital						\$ -
Other						\$ -
Total Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Comment:	There may be operating efficiencies or avoidance of future costs that result from the improvements, but these impacts are not presently quantifiable and are believed to be marginal.					

December 03, 2019

Revised: December 18, 2019

Mr. Steven J. Hallock
Director of Public Works
Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408
(Sent Via E-Mail: shallock@village-npb.org)

**Re: Professional Civil Engineering and Surveying Services
Lakeside Park – Bulkhead Replacement
North Palm Beach, Florida
Engenuity Group Project No. 03045.46.06**

Dear Mr. Hallock:

We are pleased to offer this proposal to render professional civil engineering and surveying services in connection with the design of a new bulkhead (hereinafter called the "Project").

North Palm Beach would like to replace approximately 250 feet of failing bulkhead with new bulkhead on the south end of Lakeside Park. Our proposal will also include provisions for a "living" wall, where appropriate.

This proposal will include the use of our team sub-consultants for structural and geotechnical engineering.

Surveying Services

Engenuity Group, Inc will prepare a Topographic Survey pursuant to Chapter 5J-17.050(12), Florida Administrative Code, for a portion of site identified by Palm Beach County Property PCN: 68-43-42-16-00-002-0040. The specific limits of the survey are shown on the attached graphic outlined in **yellow**. Additionally, 10 cross sections will be obtained of the canal and into the Intracoastal Waterway as shown on the attached graphic as X1 through X10 in **red**. The cross sections will extend approximately 50 feet into the water and sufficient elevations will be obtained on the rubble pile along the toe of the wall to its end.

See the attached **Designated Scope of Services** for a specific list of items to be included on the survey.

The final deliverable will be four (4) signed and sealed copies of the Topographic Survey with accompanying AutoCAD file, which can be

provided within thirty (30) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

Engineering Services

Our civil engineering services as set forth in Exhibit "A" will be provided for a lump sum of **\$52,712.00** based on the following distribution of compensation:

Engenuity Group

A. Survey of Existing Conditions	\$5,712.00
B. Coordination and Project Manual	\$3,500.00

Sub-consultants (Proposals attached in Exhibit "B" & "C"):

A. Geotechnical (Terracon)	\$8,500.00
B. Structural Design and FDEP Permitting (Isiminger & Stubbs Engineering, Inc.)	\$35,000.00

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price does not include the payment of any governmental agency submittal fees.

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within thirty (30) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal and Exhibit "A", "B", and "C" represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

**PURSUANT TO FLORIDA STATUTES §558.0035 (2013) AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE**

Sincerely,



Adam Swaney, P.E.
Director of Engineering

Approved by:



Keith B. Jackson, P.E.
Vice President

Accepted this _____ day of

_____, 2019.

By: _____
(Owner)

DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC SURVEY
NAME: Lakeside Park – Bulkhead Replacement
ENGENUITY PROJECT NO. 03045.46.06 DATE: 12/18/2019

TASK:	Included in Contract (Yes/No)
Topographical Survey	
Minimum of two permanent benchmarks on site; description and elevation to nearest .01'.	Yes
Contours at 1 foot intervals; error shall not exceed one half contour interval.	No
Spot elevation at each intersection of a 50 foot square grid covering the property.	Yes
Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving.	Yes
Plotted location of structures, man-made (e.g., paved areas) and natural features.	Yes
Location of water mains, and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property based on as-built information supplied by utility companies.	No
Location of fire hydrants available to the property.	Yes
Location and characteristics of power and communications systems above grade.	Yes
Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.	Yes
Name of the operating authority of each utility.	No
Elevation of water in any excavation, well or nearby body of water.	Yes
Extent of watershed onto the property.	No
Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms.	Yes
Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side.	No
Perimeter outline only of thickly wooded areas unless otherwise directed.	Yes
Confirm soil boring location(s).	No
Other (specify):	
<ol style="list-style-type: none"> 1. Datum will be National American Vertical Datum 1988 (NAVD 88). 2. Underground Utility locations are not included in the scope of services. 	

Attached Graphic

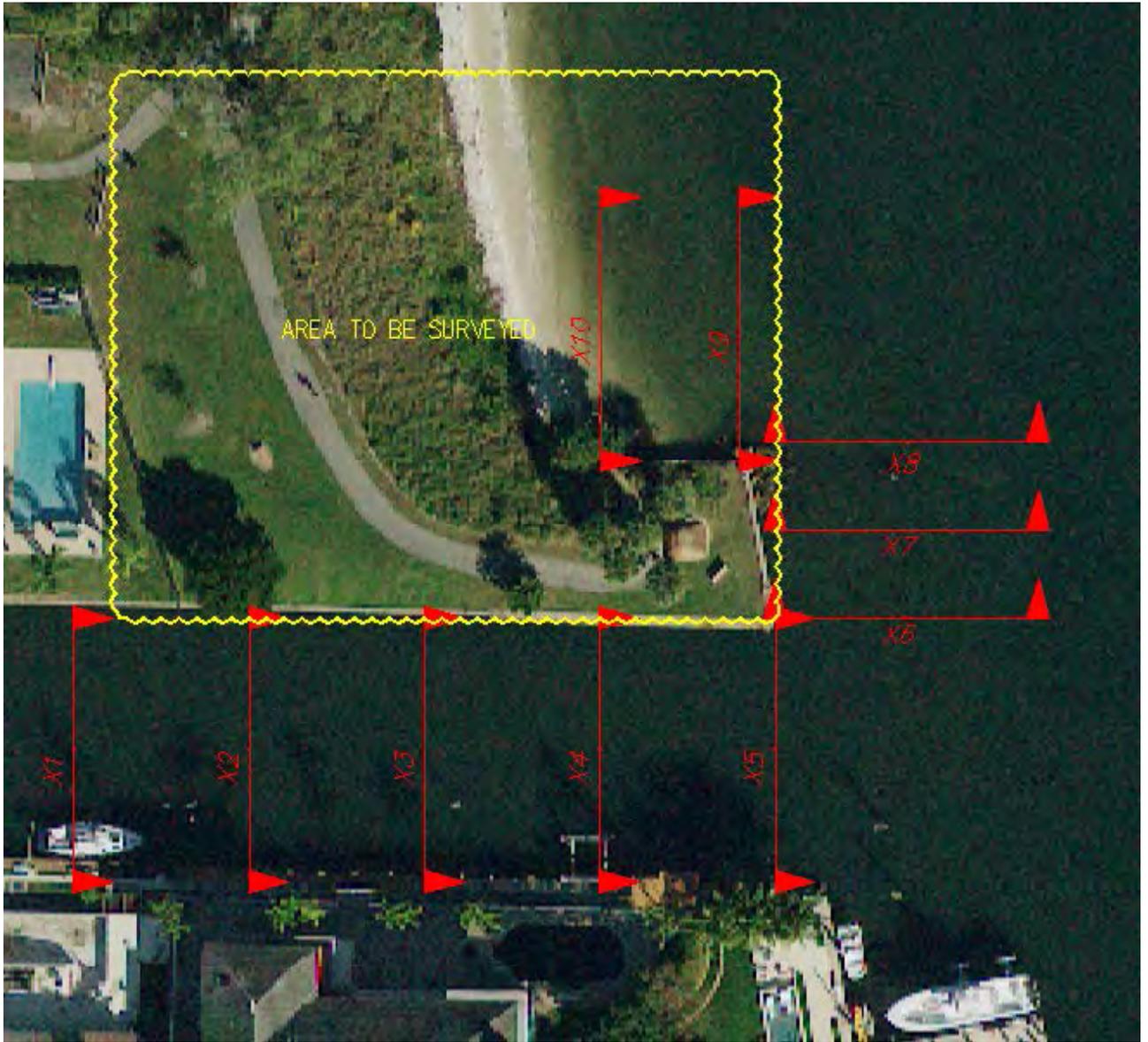


EXHIBIT "A"

Lakeside Park– Bulkhead Replacement North Palm Beach, Florida Engenuity Group Project No. 03045.46.06

ENGINEER'S SERVICES:

A1.01 Design Phase Services

- A. Meet with OWNER to define and clarify OWNER'S requirements for the Project and available data.
 - B. Prepare existing conditions survey for use in structural design and plan preparation.
 - C. Prepare construction plans for the replacement of the bulkhead along with any upland civil improvements within the general area of the bulkhead project, such as pathway, grading and restoration.
 - D. A separate landscape/irrigation plan may be desired by NPB along with any new or replacement hardscape finishes (pavilion, benches, lighting, wire utility undergrounding, etc.) and are **not included in this proposal**.
-
- A. Project Manual suitable for advertising a Request for Proposals ("RFP") on the bulkhead repair project. Manual will include VNPB front-end bid documents; General and technical specifications; civil and structural drawings and details prepared by Engenuity Group and Isiminger & Stubbs Engineering.
 - B. Prepare an opinion of probable construction cost based on ENGINEER'S best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. Since ENGINEER has no control over the costs of labor, materials, equipment or services furnished by others, or over the CONTRACTOR'S methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER.

C. Construction Observation Services: **(Due to current budget constraints, VNPB has requested that these services not be included in this proposal).**

Upon request, Engenuity Group and Isiminger and Stubbs will provide a proposal to perform observations of construction of the new bulkhead and associated landward civil improvements to monitor construction quality and to advise contractor of any deviations observed for corrective actions. The frequency of observations will be such that at the end of the project a certification that the bulkhead and upland components were constructed substantially in accordance with the approved plans. Means and methods will not be dictated.

It is suggested that NPB employ the services of a geotechnical engineer to monitor vibrations during all pile installation. Engineer shall not be responsible for on site or off-site damages due to vibrations from pile driving or other construction related activity. **This service is not included in this proposal.**

If Engenuity Group Inc. and Isiminger and Stubbs Engineering, Inc. is not engaged for construction observation services, Engineer shall not be held liable for the design or plans and specifications and is hereby indemnified from same by the Village of North Palm Beach.



December 18, 2019

VIA EMAIL (kjackson@engenuitygroup.com)

Engenuity Group, Inc.
1280 North Congress Avenue, Suite 101
West Palm Beach, FL 33409
Attn: Keith B. Jackson, P.E., Vice President

Re: Proposed Bulkhead Replacement
Environmental Permit Applications and Processing (State and Federal), Design;
Preparation of Plans, Specifications
Village of North Palm Beach Lakeside Park, South Portion, Lake Worth and Canal
Frontage
Village of North Palm Beach, Palm Beach County, Florida

Ladies and Gentlemen:

We are pleased to submit the following proposal for professional services in connection with the proposed bulkhead replacement at the referenced site. ISIMINGER & STUBBS ENGINEERING, INC., hereinafter referred to as the Engineer, proposes to furnish professional services for ENGENUITY GROUP, INC., hereinafter referred to as the Client, of the scope outlined below for the fees stipulated herein.

SCOPE OF SERVICES

1. Review existing aerials, plans, surveys, permits, and other materials as may be obtained for the referenced project, and accomplish any necessary on-site reconnaissance, including probing of submerged soils and soundings and seagrass observation.
2. Coordinate with the Client and geotechnical engineer as necessary in obtaining the necessary survey and geotechnical report for the project.
3. Provide advice to the Client in regard to options for the bulkhead replacement, and prepare a concept plan of the proposed bulkhead replacement
4. Upon agreement on a concept plan, submit an Environmental Resource Permit application and Sovereignty Submerged Land authorization application to the Florida Department of Environmental Protection at the state level, and a Section 10 permit application to the U.S. Army Corps of Engineers at the federal level, for the referenced project.
5. Process the required authorizations with the agencies noted above.

SCOPE OF SERVICES (CONT.)

6. Design and prepare plans and specifications for the proposed replacement bulkhead. A concrete panel wall with concrete cap and tieback system is contemplated.
7. Other services as may be agreed to between the parties to this agreement.

Per the direction of the Village of North Palm Beach through Client, bidding assistance and construction observation services have been removed from this contract. Engineer strongly recommends that once the Village decides to proceed with bidding, Engineer be retained to assist with contractor selection and to accomplish construction observation services. If Engineer is not engaged for construction observation services, Engineer shall not be held liable for the design or plans and specifications and is hereby indemnified from same by Client and/or Village of North Palm Beach. It is recommended that Client employ a soils and foundation engineer to monitor vibrations during all pile installation. Engineer shall not be responsible for on-site or off-site damages due to vibrations from pile driving or other construction activities and is held harmless from same by Client. Success in permitting is not guaranteed. Proposed services do not include working on local government approval and/or variance approval. These regulations should be independently checked by others.

ITEMS TO BE FURNISHED BY THE CLIENT
AT NO EXPENSE TO THE ENGINEER

Assist Engineer by placing at disposal of same, all available pertinent information including previous permits, reports or any other data relative to the project.

Furnish at no cost to the Engineer, title search and abstract of property; all permit application and governmental inspection fees; data prepared by or services required of others, such as subsurface explorations, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; all surveying information including, but not limited to, property, boundary, easement, right-of-way, topographic, permanent reference monuments, permanent control points and utility surveys and property descriptions; zoning and deed restrictions; and other special data, all of which the Engineer may rely upon, if necessary, in performing services.

Designate in writing, if appropriate, a person to act as the Client's representative with respect to the services to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Engineer's services.

GENERAL CONDITIONS

The attached General Conditions shall apply to this agreement.

FEES TO BE PAID

Items 1 and 2 will be accomplished for a lump sum price of \$2,000. Item 3 will be accomplished for a lump sum price of \$1,000. Items 4 and 5 will be accomplished for a lump sum price of \$7,000. Item 6 will be accomplished for a lump sum price of \$25,000.

The Scope of Services shall be construed narrowly. Services provided for these fees do not include any work required by others such as surveying, geotechnical services including vibration monitoring.

For additional services over and above the contemplated scope, the Engineer shall be paid a mutually agreeable amount, plus reimbursement for direct non-salary expenses including, but not limited to, automobile travel at the prevailing IRS rate, commercial air travel at cost, long distance telephone, subsistence, printing and reproduction.

Payments shall be made upon monthly billing, payable within thirty (30) days from the date of invoice. Past due payments shall include interest from the date of invoice at a simple interest rate of 1-1/2 percent per month.

TERMINATION

This agreement may be terminated by either party by giving thirty (30) days advance written notice. The Engineer shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

HOURLY RATES FOR PERSONNEL COMPENSATION (2019)

Isiminger & Stubbs Engineering, Inc.

Principal Professional Engineer	\$270.00
Senior Professional Engineer	195.00
Professional Engineer	165.00
Engineer Intern	120.00
Technician/Drafter (CAD)	85.00
Administrative/Researcher	60.00

Hourly rates are subject to revision at the beginning of each calendar year.

01.19
19002.SA1

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of the Client in the space provided below. One signed copy of this proposal, returned to the Engineer, will serve as an agreement between the parties and as Notice to Proceed. Should this proposal not be accepted within a period of 30 days from the above date, it shall become null and void.

Sincerely,

ISIMINGER & STUBBS ENGINEERING, INC.



Mark A. Powell, P.E.

19002.EG.NPB.LP.PRO-SIG

ACCEPTED BY: Engenuity Group, Inc.

Printed Name of Person Signing: _____

Signed: _____

Date: _____

PURSUANT TO SCOPE OF SERVICES: If Engineer is not engaged for construction observation services, Engineer shall not be held liable for the design or plans and specifications and is hereby indemnified from same by Client and/or Village of North Palm Beach.

INDEMNIFICATION BY: Engenuity Group, Inc. Or Village of North Palm Beach (circle one)

Printed Name of Person Signing: _____

Signed: _____

Date: _____

General Conditions

Isiminger & Stubbs Engineering, Inc.

1. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
2. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
3. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
4. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
5. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations:
 - (a) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - (b) Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

- (c) Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
- (d) Such limited license to Client shall not create any rights in third parties.
6. For due diligence projects in which the Client does not have or no longer has a contractual or ownership interest in the property, Client hereby provides consent for Engineer to reveal facts, data, and information obtained in a professional capacity, to future clients.
 7. To the fullest extent permitted by law, Client and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater. **PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**
 8. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials).
 9. All causes of action, including but not limited to actions for indemnification, arising out of Engineer's work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than the date of issuance of Engineer's final invoice for work under this agreement.
 10. Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 11. This Agreement shall be governed in all respects by the laws of the State of Florida.

November 27, 2019



Engenuity Group, Inc.
1280 North Congress Avenue, Suite 101
West Palm Beach, Florida 33409

Attn: Mr. Keith Jackson, P.E. – Vice President
P: (561) 655 1151
E: kjackson@engenuitygroup.com

Re: Proposal for Geotechnical Engineering Services
Lakeside Park Bulkhead Replacement
Atlantic Road
North Palm Beach, Florida
Terracon Proposal No. PHB195053

Dear Mr. Jackson:

We appreciate the opportunity to submit this proposal to Engenuity Group, Inc. (Engenuity) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is **\$8,500**. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,

Terracon Consultants, Inc.

Brent M. Langlois, P.E.
Project Engineer

Douglas S. Dunkelberger, P.E.
Principal

AGREEMENT FOR SERVICES

This AGREEMENT is between Engenuity Group, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lakeside Park Bulkhead project ("Project"), as described in Consultant's Proposal dated 11/27/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant: Terracon Consultants, Inc.
By: _____ Date: 11/27/2019
Name/Title: Douglas S. Dunkelberger, P.E. / Principal
Address: 645 NW Enterprise Dr, Ste 107
Port St Lucie, FL 34986-2261
Phone: (772) 343-9787 Fax: (772) 343-9404
Email: Doug.Dunkelberger@terracon.com

Client: Engenuity Group, Inc.
By: _____ Date: _____
Name/Title: Keith Jackson, P.E. /
Address: 1280 N Congress Ave Ste 101
West Palm Beach, FL 33409-6377
Phone: (561) 655-1151 Fax: (561) 832-9390
Email: kjackson@engenuitygroup.com

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Engenuity and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at the dead end of Atlantic Road in North Palm Beach, Florida. Latitude: 26.814837° Longitude: -80.053440° (See Exhibit D)
Existing Improvements	Existing bulkhead, assumed to be experiencing some degree of failure or distress
Current Ground Cover	Short grasses
Existing Topography	According to the USGS Topographic Survey, the site ground elevation is at about +5 feet with respect to the National Geodetic Vertical Datum of 1929 (NGVD)
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment.
Expected Subsurface Conditions	Review of available published data as well as our experience near the vicinity of the project, illustrated on Exhibit D, indicates subsurface conditions consist of relatively clean to slightly silty from 0 to 50 feet with zones below 30 feet intermixed with shell and/or shell fragments. Groundwater is expected mimic tidal fluctuations of the Intracoastal Waterway (ICWW).

Planned Construction

Item	Description
Information Provided	Google Earth aerial photograph with marked up boring locations
Project Description	The project consists of replacement of 250 lineal feet of existing bulkhead. The bulkhead provides grade separation from the residential finger canal which extends from the Intracoastal Waterway (ICWW). The new bulkhead will consist of concrete panels with concrete king piles anchored by either concrete Deadmen or helical piles. The depth of the new bulkhead wall will be determined based on the results of this proposed subsurface exploration.

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

Number of Tests	Test Method	Planned Depth (feet) ¹	Planned Location
4	Standard Penetration Test (SPT)	50	Planned building areas

1. Below ground surface.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet or field measurements from existing site features. If available, approximate ground surface elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using the Standard Penetration Test (SPT) method. Samples will be obtained continuously in the upper 10 feet of each boring and at intervals of 5 feet thereafter. In the SPT sampling procedure, a standard 2-inch outer diameter split barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the middle 12 inches of a 24-inch penetration or the last 12 inches of an 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the geotechnical engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with grout after completion. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings are dispersed in the general vicinity of the borehole.

Proposal for Geotechnical Engineering Services

Lakeside Park Bulkhead Replacement ■ North Palm Beach, Florida

November 27, 2019 ■ Terracon Proposal No. PHB195053



Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Moisture (water) content
- Fines content (percent passing the U.S. No. 200 Sieve)

Our laboratory testing program includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS). Laboratory tests are performed in general accordance with ASTM standards.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon complies with local regulations to request utility location through Sunshine State One Call of Florida (SSOCOF). We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Proposal for Geotechnical Engineering Services

Lakeside Park Bulkhead Replacement ■ North Palm Beach, Florida

November 27, 2019 ■ Terracon Proposal No. PHB195053



Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Stratification based on visual soil classification
- Boring logs with field and laboratory data
- Groundwater levels observed during drilling
- Lateral earth pressure recommendations

Proposal for Geotechnical Engineering Services

Lakeside Park Bulkhead Replacement ■ North Palm Beach, Florida

November 27, 2019 ■ Terracon Proposal No. PHB195053



EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$8,500

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate	\$1,000	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Proposal for Geotechnical Engineering Services

Lakeside Park Bulkhead Replacement ■ North Palm Beach, Florida

November 27, 2019 ■ Terracon Proposal No. PHB195053



Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Date from Notice to Proceed ^{1, 2}
Project Planning, Mobilization	1 week
Site Characterization	2 weeks
Geotechnical Engineering, Reporting	3 weeks

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

EXHIBIT D – SITE LOCATION

Lakeside Park Bulkhead Replacement ■ North Palm Beach, Florida
November 27, 2019 ■ Terracon Proposal No. PHB195053

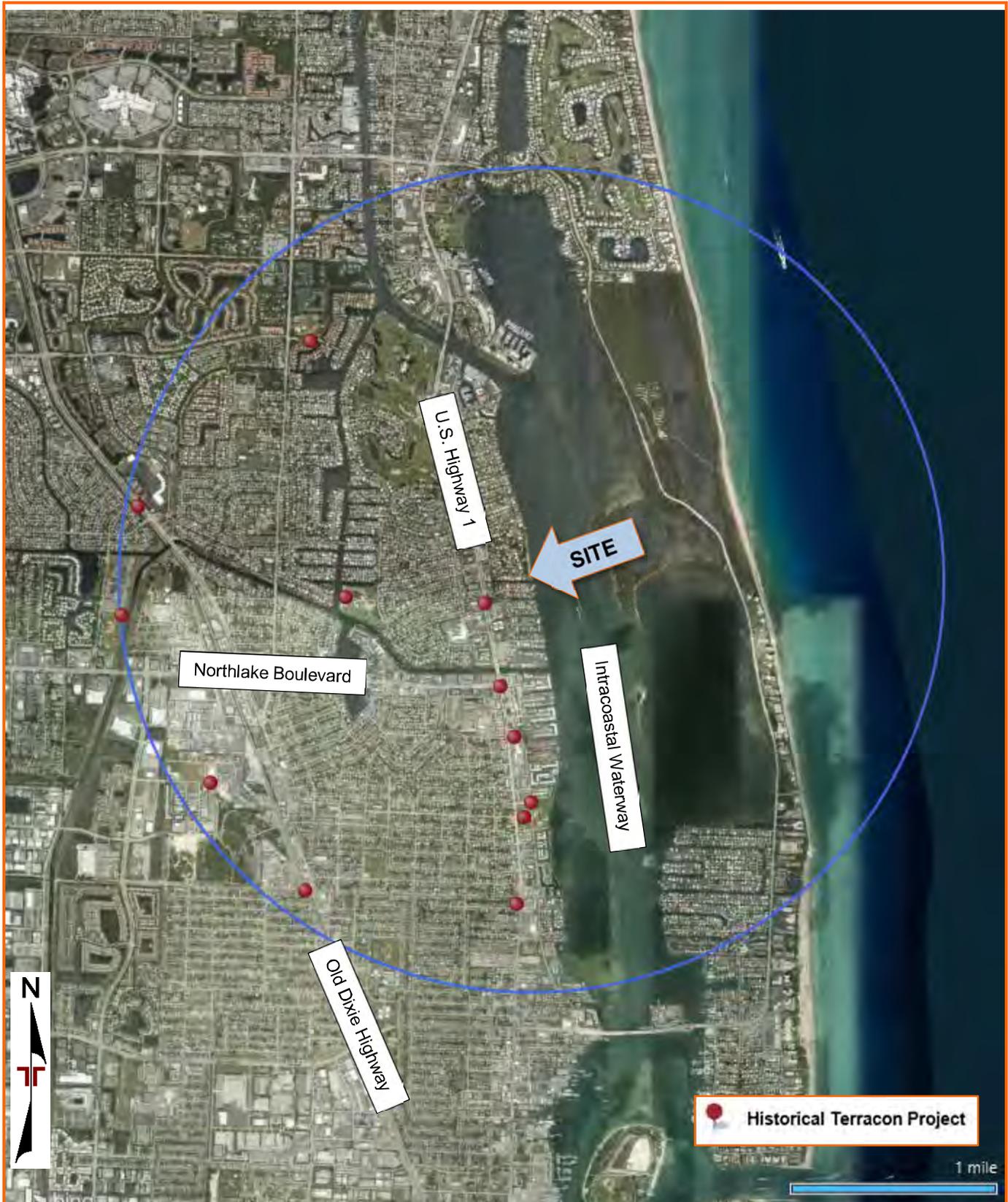


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – ANTICIPATED EXPLORATION PLAN

Lakeside Park Bulkhead Replacement ■ North Palm Beach, Florida
November 27, 2019 ■ Terracon Proposal No. PHB195053

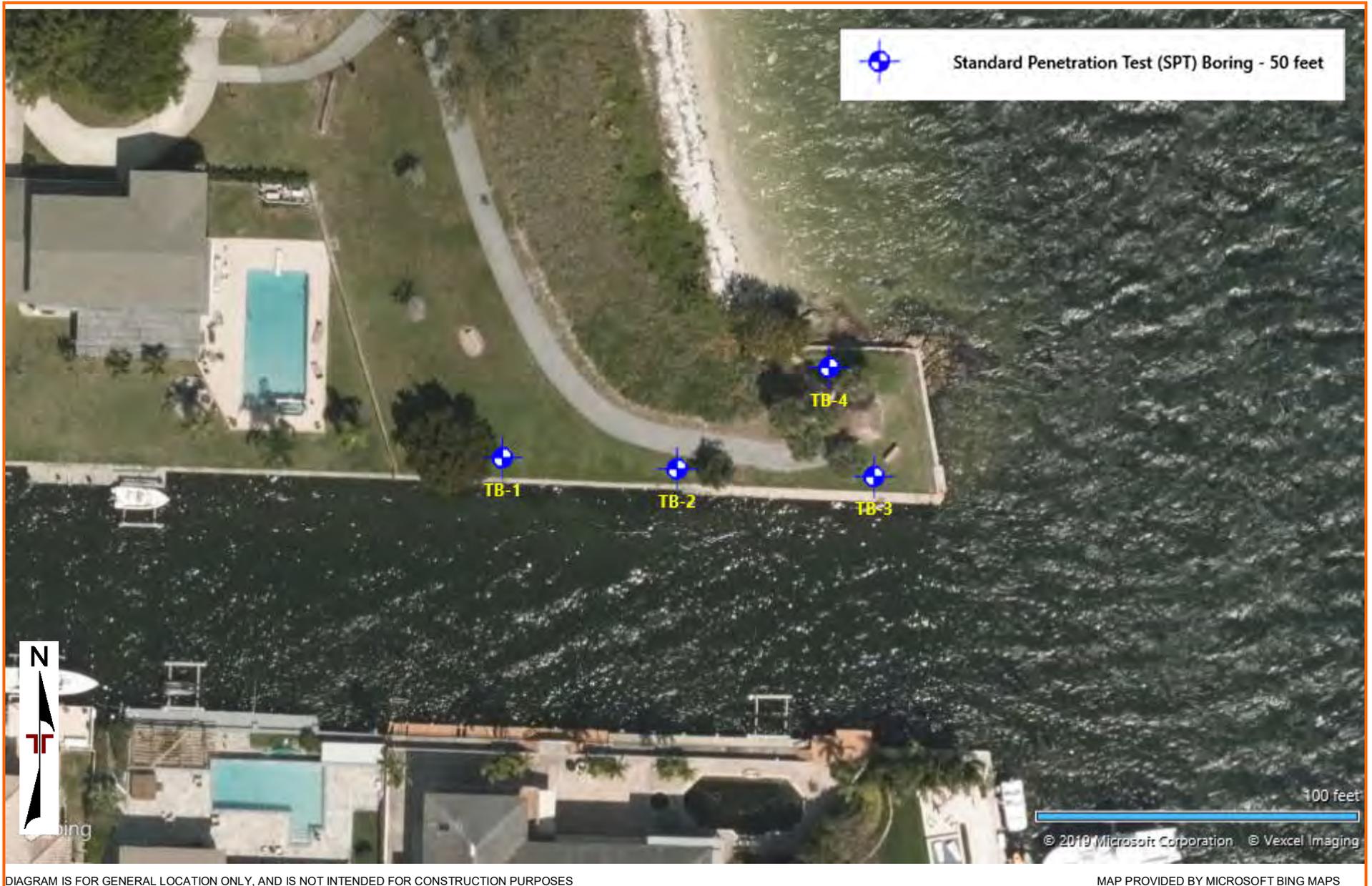


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS



December 7, 2017

VIA EMAIL (kjackson@engenuitygroup.com)

Engenuity Group, Inc.
1280 North Congress Avenue, Suite 101
West Palm Beach, FL 33409

Attn: Keith B. Jackson, P.E., Vice President

Re: Post-Hurricane Irma Shoreline Assessment and Recommendations
Village of North Palm Beach Lakeside Park, Lake Worth and Canal Frontage
North Palm Beach, Palm Beach County, Florida

Ladies and Gentlemen:

Pursuant to your request, we conducted a cursory visual observation of the shoreline at the referenced property on November 3, 2017. In this letter report, we will describe the conditions observed and make recommendations pertaining thereto. It is beyond the scope of this report to evaluate safety considerations arising from various uses of the shoreline. We note the following:

From the northeast corner of Lakeside Park, the shoreline extends southerly approximately 1,217 feet along the west side of Lake Worth to the southeast corner of the park. From the southeast corner, the shoreline extends approximately 171 feet westerly along the north side of a man-made canal. An aerial photograph of the park is attached as Exhibit 1.

Description of Existing Shoreline:

The northernmost approximately 45 feet of the park shoreline is protected by a seawall (the north seawall), which returns to the west approximately 37 feet from the southeast corner of this seawall. The exposed height of the wall ranges from approximately 4.4 feet at the north end to approximately 0.6 feet at the west end of the return. The wall is a concrete seawall, with pre-cast T-Piles, pre-cast concrete panels, and a poured in place concrete cap. The cap is approximately 1.5 feet in width and 1.0 feet in height. Along the north/south portion, the cap is cracked longitudinally along its length, and there are diagonal cracks in the panels and chips in the T-piles. There are also depressions in the soil behind the wall from what appears to be leakage through the joints. The east/west return wall is in similar condition. The cracking in the east/west portion is not as bad as in the north/south portion, but part of the cap is spalled off at the bottom (spalling is the cracking or in this case chipping of concrete resulting from the

corrosion and corresponding expansion of embedded steel reinforcement). There do not appear to have been any newer replacement anchor rods installed along this wall.

At the southeast corner of the north seawall, a rock groin (the north groin) extends approximately 47 feet waterward. The groin ranges from approximately 15 feet to 20 feet wide and is constructed of unconsolidated boulders. The top of the groin at the seawall is approximately even with the bottom of the seawall cap, and the top of the groin extends approximately 2 feet above and roughly follows (or establishes) the slope of the beach going waterward. The groin ends at (or establishes) the approximate mean low water line.

For a distance of approximately 500 feet south from the southeast corner of the north seawall, the shoreline of the park is unarmored. This area contains several large sea grape trees along the shoreline, which were moderately to severely undermined by the erosion event resulting from Hurricane Irma (Irma).

For the next approximately 600 feet southward, the shoreline of the park is composed of a formerly restored dune, vegetated with sea oats and other salt tolerant, low growing vegetation. This area was also eroded from Irma, thereby exposing some of the broken concrete and other construction debris which was covered over by a restored dune in 1993/1994. While this erosion primarily resulted from wave action combined with higher than normal water elevations in Lake Worth resulting from Irma, there is an area approximately 415 feet north of the south end of this section of shoreline, which has been washed out from runoff of water from the land side. There are also two separate sets of wood stairs (dune walkovers) in this section. These walkovers have been slightly undermined by erosion from Irma, but remain standing.

South of this section of the shoreline, at the south end of the park, is another seawall (the south seawall). The south seawall has a north/south section along the shoreline of Lake Worth which is approximately 48 feet long. At the north end, it returns to the west approximately 37 feet, and at the south end, it runs west approximately 171 feet along the north side of a man-made canal to the west property line of the park.

The exposed height of this wall ranges from approximately 2 feet at the west end of the northern east/west section, to approximately 9.4 feet at the southeast corner. The wall is a concrete seawall, with pre-cast T-Piles, pre-cast concrete panels, and a poured in place concrete cap. The cap is approximately 1.5 feet in width and 1.0 feet in height along most of its length. A larger replacement cap has been installed along the eastern approximately 82 feet of the southern east/west section, wrapping around the southeast corner and extending approximately 12 feet north. This replacement cap measures approximately 3.1 feet in width and 1.3 feet in height. Along the southern east/west section, rock rip-rap has been placed along the toe of the wall. The rock is largely scattered, and appears to taper in toward the wall at the east and west ends. There is an apparent small gap in the rock approximately 50 feet from the west end. There are anchor rod ends extending out from the face of the T-piles which appear to be replacement anchors. The exposed ends (nuts and washers) have been grouted over, but are exposed by spalling of the grout in most locations and are heavily corroded.

Along the westernmost 89 feet of the southern east/west section, the cap is cracked and spalled, both longitudinally and transversely, the T-piles are chipped and previously grouted, and there are depressions in the soil behind the wall, correlated to the T-pile joint locations. The wall is slightly bowed out at the top in this section, with the bowed portion centered approximately 63 feet from the west end.

Along the easternmost 82 feet of the southern east/west section, the wall is in similar condition except that the cap has been replaced with the wider, deeper cap as noted above. This cap has transverse cracking, especially at the T-pile locations, as well as longitudinal cracking (believed to be from spalling) on the waterward face. There also appear to be larger soil depressions behind this section, with some correlation to the joints. It is possible that there is some piping of soil under the panels in this location, given the slight increase in exposed height from the west end (approximately 8.6' exposed height) to the east end (approximately 9.4' exposed height).

At the southeast corner, there are two 12-inch square prestressed batter pilings, one on the south side of the corner and one on the east. These were poured into the wider replacement cap.

Along the north/south section, which totals approximately 48 feet in length, the south 12 feet is the continuation of the wider cap, and the north approximately 36 feet is the older, smaller cap. The wall in this section is in very poor condition. The panels are cracked vertically and diagonally. The T-piles are cracked and badly chipped. The wall has moved horizontally such that it is no longer straight, and there is a continuous depression of the soil landward of the wall. The southern newer cap section is cracked and spalled. The northern older cap section is badly cracked and chipped from spalling and moving.

At the northeast corner of the south seawall, a rock groin (the south groin) extends approximately 44 feet waterward. The groin ranges from approximately 10 feet wide (along the waterward section) to over 30 feet wide (near the seawall) and is constructed of unconsolidated boulders. The top of the groin at the seawall is approximately even with the bottom of the seawall cap, and then slopes down at a slope of approximately 2 horizontal to 1 vertical to approximately just above the mean low water elevation, and extends out approximately level from there to the waterward end.

The northern east/west section of the south seawall totals approximately 37 feet in length. This section is in poor condition, with cracking and chipping from spalling, and some movement of the cap (relative to adjacent sections of the cap, resulting in an offset). There are soil depressions behind the wall, and soil has washed out around the west end of the wall. Large boulders and concrete debris are stacked in front of the wall at the west end, and the sand beach extends westward approximately 28 feet in a curved (in plan view) configuration.

Please see the attached photo exhibit. Most of the features described above are shown and briefly described by caption.

Recommendations:

The north seawall is nearing the end of its useful life. We believe it dates to the early 1960s, and as such is likely over 50 years old. The T-piles, panels, and cap have all deteriorated. We did not dig down and inspect the anchor rods as part of this work, but are concerned based on our experience that they may be severely corroded as well, at least in the zone immediately behind the wall where salt water normally intrudes. While we believe that ideally the wall should be replaced, the wall has a relatively low exposed height for this type of wall, and as such, may not be structurally critical. At the same time, we do not know the length and corresponding penetration into the ground of the T-piles and panels, and this should be investigated further if the wall is not to be replaced. We do recommend that the leaking of soil be addressed in any case. Short of replacing the wall, this could be addressed by installation of filter fabric on the landward side of the wall. This would require excavation, and as such, would likely require the removal of the existing sea grapes and cabbage palm just landward of the wall. It could also be addressed by installation of interlocking sheet piling just landward of the wall. However, this would require some provision for any remaining anchor rods, and still may require removal of the trees. Sealing of the wall with landward interlocking sheet piling, or even backfilling to the top of the cap, would result in increased soil and hydrostatic pressure on the wall, and could create a problem unless new anchors are installed. Finally, it is possible that interlocking sheet piling could be placed on the waterward side of the wall, with the resulting gap filled by sand, gravel, or flowable fill, with rip-rap stacked on the waterward side of the sheets for structural support, aesthetics, and wave energy absorption.

Along the approximately 500 feet of shoreline adjacent south of the north seawall, the sand has recruited naturally to near its pre-Irma elevation. Comparison of our observations and photos from November 3, 2017 to our observations and photos of December 5, 2017 demonstrates some of the natural recovery which has occurred to date. Please see the comparison photos at the end of the attached photo exhibit. Given the above, we believe that no further action is required at this time in this area of the shoreline.

Along the southern approximately 600 feet of beach area, while there has been some natural recovery of the beach up to near the toe of the dune, the elevation to which the recovery can take place is limited, and the face of the dune remains scarped with exposed concrete debris. We recommend that the areas where the old buried rubble has been exposed be re-covered with sand and revegetated. The sand could be obtained by truck haul from a mine with good quality sand, from a dedicated dredging project, or from dredging by others. Quite often, when dredging is done for navigation, the contractor is searching for a convenient place to offload spoil. Obviously, it would have to be beach quality sand. Please note as referenced above that this same area was covered with sand and revegetated as part of a 1993/1994 Village of North Palm Beach project. We recommend filling to the same template, and revegetating with sea oats. Please see a copy of the plans for that project attached. In that case, the sand was obtained from dredging of the Intracoastal Waterway just south of the U.S. 1 Parker Bridge. The two groins in the park were installed as part of the same project.

The south seawall is in poor condition. It simply has so many deficiencies that repair is not

feasible. The seawall is clearly at or near the end of its useful life, and could suffer a structural failure at any time, especially during a severe rain event or during a sudden recession of the water level in the lake (such as from waves or a drop from an unusually high tide to a relatively low tide). The most likely failure, in our opinion, would be failure of the anchor rod just behind the wall or failure of the anchor connection to the wall. The wall could also fail by toe kick-out, in shear or bending, or by panels pushing through or breaking out of the king-pile flanges.

We believe that two options should be considered. The first option is replacement of the wall. The second option is installation of interlocking sheet piling on the waterward side of the wall, with the resulting gap filled by sand, gravel, or flowable fill, with rip-rap stacked on the waterward side of the sheets for structural support, aesthetics, and wave energy absorption. However, even if this option is found to be feasible, it would be limited to the northern east/west section and the north/south section. This is because utilization of this methodology on the canal side could overly hydraulically constrict the mouth of the canal, in our opinion.

Finally, in regard to the groins, we believe that they very closely match the as-designed and as-built condition. Given that and the fact that they appear to have been effective to some degree in stabilizing the beach, we do not believe that the groins require any action at this time.

Environmental Permitting Considerations:

In regard to the recommended actions provided above, we believe that they are all likely to be permitted by the state and federal permitting agencies. Specifically in regard to each recommendation, we provide the following:

In regard to the north seawall, if it is to be replaced within 18 inches waterward of its existing location, it would qualify for an exemption from state permitting, and as such, would likely receive a State Programmatic General Permit (SPGP), which is the federal (U.S. Army Corps of Engineers) authorization as delegated to the Florida Department of Environmental Protection (DEP). It is possible that on the north/south section, a Letter of Consent would be required from DEP for extending onto Sovereignty Submerged Land.

If no action is taken on the north seawall except to install filter fabric or sheet piling on the landward side of the wall, even with temporary excavation to do so, no state or federal permitting would be required. If interlocking sheet piling is placed on the waterward side of the wall, with the resulting gap filled by sand, gravel, or flowable fill, with rip-rap stacked on the waterward side of the sheets, we believe that this would likely require a General Permit or an individual permit from DEP (depending on the width of the rip-rap), and a Letter of Permission (similar to an individual permit) from the Corps of Engineers.

In regard to the southern approximately 600 feet of beach, if sand is placed and spread with revegetation, we believe that this would be authorized by DEP as a confirmation of exemption or even a determination of no jurisdiction. We believe that the federal authorization would be by determination of no jurisdiction, SPGP, or Nationwide Permit (an abbreviated authorization

compared to a Letter of Permission). In any case, the sand should be kept landward of the mean high water line.

Finally, in regard to the south seawall, if it is to be replaced within 18 inches waterward of its existing location, it would qualify for an exemption from state permitting, and as such, would likely receive an SPGP as the federal authorization. Again, it is possible that on the north/south section, a Letter of Consent would be required from DEP for extending onto Sovereignty Submerged Land (actually more likely here than on the north seawall because of the location of the mean high water line). If on the northern east/west section or the north/south section, interlocking sheet piling is placed on the waterward side of the wall, with the resulting gap filled by sand, gravel, or flowable fill, with rip-rap stacked on the waterward side of the sheets, we believe that this would likely require a General Permit or an individual permit from DEP (depending on the width of the rip-rap), and a Letter of Permission from the Corps of Engineers. The north/south section would likely require a Letter of Consent from DEP for extending onto Sovereignty Submerged Land.

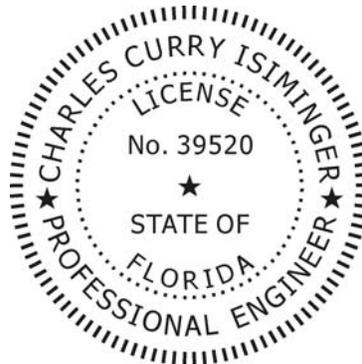
We trust this has been helpful. Please call if you have questions. Thank you.

Sincerely,

ISIMINGER & STUBBS ENGINEERING, INC.
Certificate of Authorization No. 8114



Charles C. Isiminger, P.E.
License No. 39520



17115.CLT.01

Attachments:

- Exhibit 1
- Photo Exhibit
- 1993 Plans

This item has been electronically signed and sealed by Charles Curry Isiminger, P.E. on 12/07/2017 using a Digital Signature.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



0 100 200

SCALE IN FEET
1"=200'

SUBJECT PROPERTY

Lakeside Park Photo Exhibit



North Seawall: North/Seawall Section (Spalling of Cap, T-Pile, and Panels)



North Seawall: North/South Section (Soil Loss Behind Wall)

Lakeside Park Photo Exhibit



North Seawall: North/South Section (Spalling of Cap, T-Pile, and Panels)



North Seawall: East/West Section (Spalling of Cap and T-Pile)

Lakeside Park Photo Exhibit



North Groin Looking South



North Groin Looking Southeast

Lakeside Park Photo Exhibit



North Groin Looking East



Looking North at North Seawall and Groin

Lakeside Park Photo Exhibit



Looking South from North End



Erosion on North Beach

Lakeside Park Photo Exhibit



Erosion Under Sea Grapes on North Beach



Sea Grapes on North Beach

Lakeside Park Photo Exhibit



Erosion Under Sea Grapes on North Beach



At North End of Dune Looking North

Lakeside Park Photo Exhibit



At North End of Top of Dune Looking South



At North End of Dune Looking South

Lakeside Park Photo Exhibit



Small Washout on Dune Viewed from Above



Small Washout on Dune Viewed from Above

Lakeside Park Photo Exhibit



Eroded Dune at North Walkover Stairs



Eroded Dune at North Walkover Stairs

Lakeside Park Photo Exhibit



Eroded Dune with Exposed Debris



Eroded Dune with Exposed Debris

Lakeside Park Photo Exhibit



Eroded Dune with Exposed Debris



Eroded Dune with Exposed Debris

Lakeside Park Photo Exhibit



Eroded Dune with Exposed Debris



Eroded Dune at South Walkover Stairs

Lakeside Park Photo Exhibit



Eroded Dune at South Walkover Stairs



Eroded Dune at South Walkover Stairs

Lakeside Park Photo Exhibit



Eroded Dune with Exposed Debris



Eroded Dune with Exposed Debris

Lakeside Park Photo Exhibit



Looking South at South Seawall



Looking North from North of South Seawall

Lakeside Park Photo Exhibit



South Seawall: Northern East/West Section (Rock and Debris at West End)

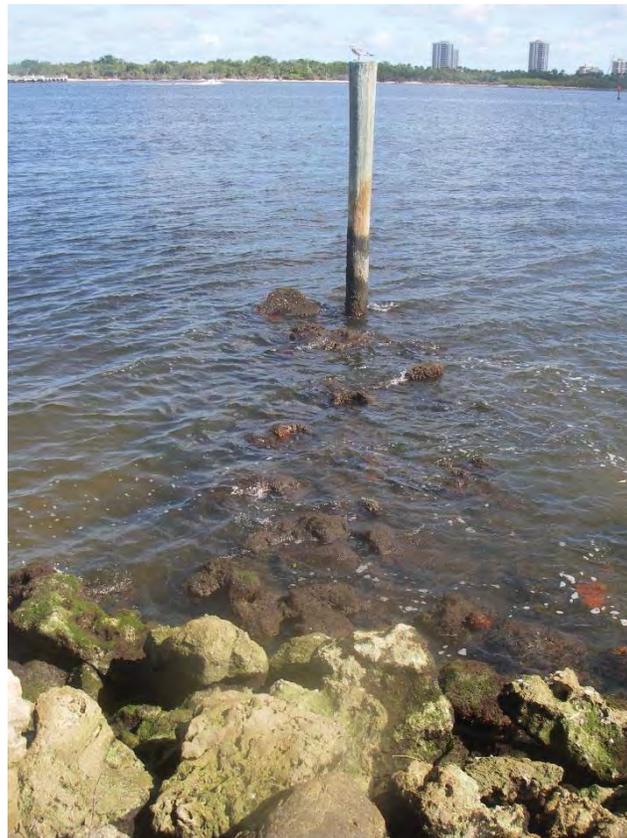


South Seawall: Northern East/West Section (Looking West)

Lakeside Park Photo Exhibit



South Seawall: Northern East/West Section (Cracking of T-Pile and Cap, Replacement Anchor Rod Exposed End)



South Groin (Looking East)

Lakeside Park Photo Exhibit



South Seawall: Looking North at South Groin



South Seawall: North/South Section (Looking North)

Lakeside Park Photo Exhibit



South Seawall: North/South Section (Cracking and Chipping)



South Seawall: North/South Section

Lakeside Park Photo Exhibit



South Seawall: Southern East/West Section (Longitudinal Cracking on Face of New Wider Cap)



South Seawall: Southern East/West Section (Newer Wider Cap)

Lakeside Park Photo Exhibit



South Seawall: Southern East/West Section (Typical Chipping/Cracking of Seawall Cap)



South Seawall: Southern East/West Section (Replacement Anchor Exposed End)

Lakeside Park Photo Exhibit



South Seawall: Southern East/West Section Looking West (Showing Slight Bow in Seawall Cap)

Lakeside Park Photo Exhibit

Comparison Between November 2017 & December 2017



11/03/2017

Looking North at North Beach



12/05/2017

Looking North at North Beach

Lakeside Park Photo Exhibit

Comparison Between November 2017 & December 2017



11/03/2017
North Stairs



12/05/2017
North Stairs

Lakeside Park Photo Exhibit

Comparison Between November 2017 & December 2017



11/03/2017
South Stairs



12/05/2017
South Stairs



VICINITY MAP

TAKEN FROM USGS RIVIERA BEACH, FLA QUADRANGLE, PHOTOREVISED 1983

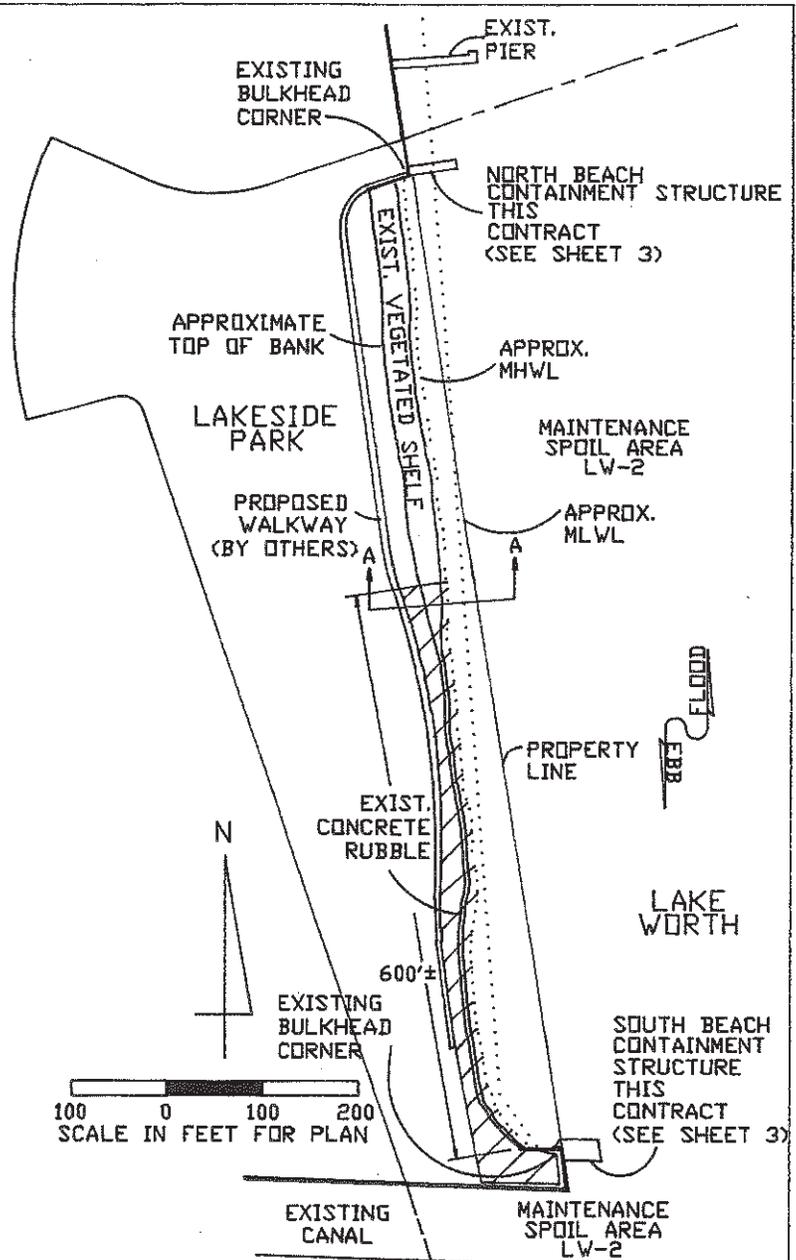
DATE 9/93

GERALD M. WARD, P.E.
CONSULTING ENGINEER
COASTAL - ENVIRONMENTAL
8950J2

P.O. BOX 10441
RIVIERA BEACH, FL 33419
407/863-1215
SHEET 1 OF 3

SHORELINE CONTAINMENT STRUCTURES
LAKESIDE PARK
AICWW - LAKE WORTH
NORTH PALM BEACH, P. B. CO., FL
FOR: VILLAGE OF NORTH PALM BEACH

DR	GMW
CK	GMW
APP	GMW



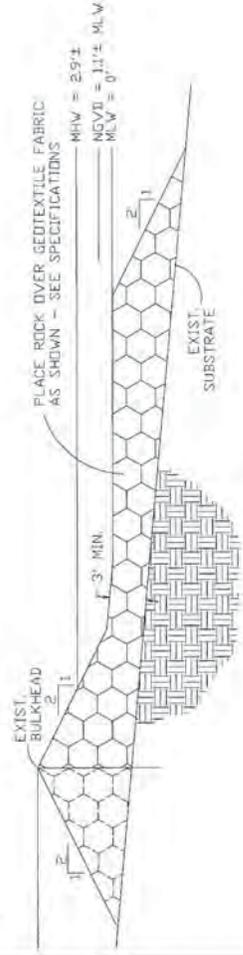
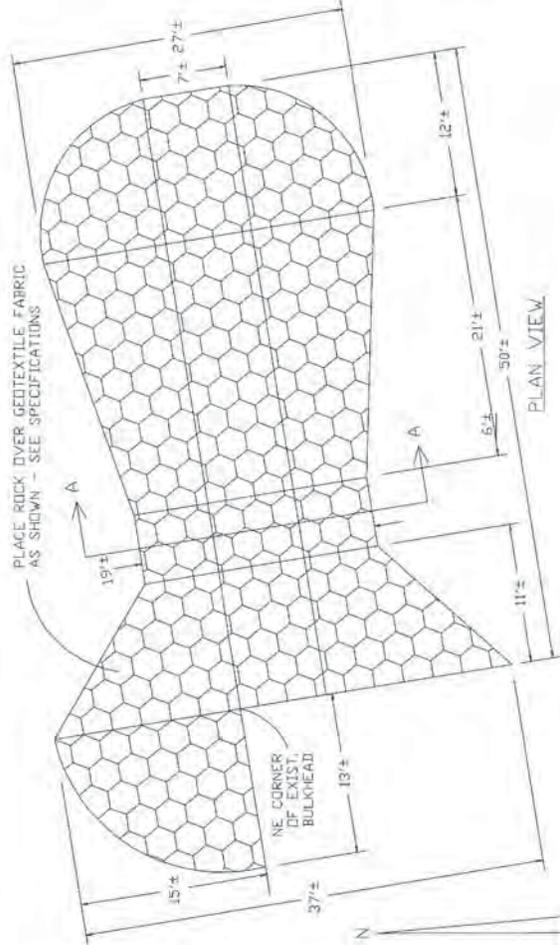
- NOTES:**
1. SEE SHEET 3 FOR DETAILS OF ROCK STRUCTURES.
 2. SEE SPECIFICATIONS FOR CONSTRUCTION ACCESS PROVISIONS AND AREAS TO BE PROTECTED.
 3. DATUM IS MLW = -1.1 FEET NGVD.

- LEGEND:**
- APPROX. LIMITS OF FILL (BY OTHERS)
 - APPROX. MLW & MHW LINES

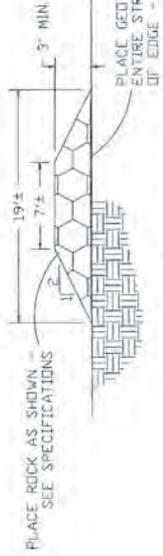
PLAN VIEW

		DR	CCI
REV.	10/93	CK	<i>Gym</i>
DATE	1/92	APP	<i>Gym</i>

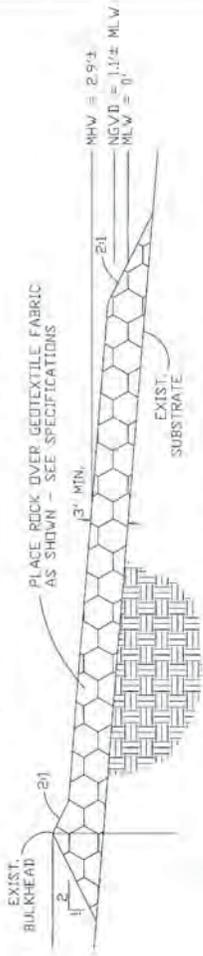
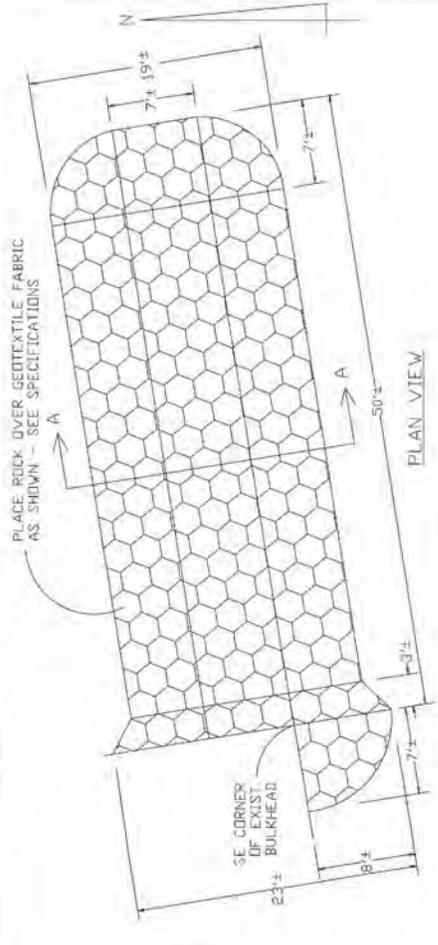
GERALD M. WARD, P.E. CONSULTING ENGINEER COASTAL - ENVIRONMENTAL 8950E3	P.O. BOX 10441 RIVIERA BEACH, FL 33419 407/863-1215 SHEET 2 OF 3	SHORELINE CONTAINMENT STRUCTURES LAKESIDE PARK AICWW - LAKE WORTH NORTH PALM BEACH, P. B. CO., FL FOR: VILLAGE OF NORTH PALM BEACH
--	---	--



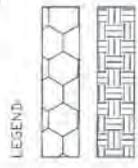
ELEVATION
SOUTH CONTAINMENT STRUCTURE



SECTION A-A



ELEVATION
NORTH CONTAINMENT STRUCTURE



- NOTES:
1. SEE SHEET 2 OF 3 FOR OVERALL PLAN VIEW.
 2. ALL ROCK SLOPES SHALL BE 2 HORIZONTAL TO 1 VERTICAL OR LESS STEEP.
 3. EXISTING CONDITIONS SHOWN ARE APPROXIMATE AND MUST BE VERIFIED IN FIELD BY CONTRACTOR.

GERALD M. WARD, P.E. - CONSULTING ENGINEER
COASTAL - ENVIRONMENTAL
RIVIERA BEACH, FLORIDA

SHORELINE CONTAINMENT STRUCTURES
LAKE SIDE PARK
AICWM - LAKE WORTH
NORTH PALM BEACH, P.B. CO., FL
FOR: VILLAGE OF NORTH PALM BEACH

DRAWN BY: *Sam Grand*
DATE: 10/93
SCALE: 1" = 10'
SHEET 3 OF 3

REV.	DATE	DESCRIPTION	BY

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Steven J. Hallock, Director of Public Works

DATE: January 23, 2020

SUBJECT: **RESOLUTION – Awarding a contract with D.S. Eakins Construction Corporation in the amount of \$87,543 for stormwater repairs on Country Club Drive, Dory Road South, Doolen Court and Ebbtide Drive.**

The following stormwater collection system failures have been brought to our attention by residents and Village Administration is recommending approval of proposals from D.S. Eakins Construction Corporation to affect repair.

- 1033 Country Club Drive – This is the vacant lot where a new home is planned to be constructed. The pipe joint near the seawall is failed and several temporary repairs have been made. Village Administration met with the property owners and they agreed to pay for televising the pipe and sharing the video with the Village. They would like it repaired before starting the construction of their new home so the Village does not come in after the fact and tear up all their new construction. We have also received concerns from neighbors that small pets and/or children can fall in the hole when the temporary repairs fail.
- 101 Dory Road South - Similar to Pepperwood Circle South where the residents had concerns with their driveways collapsing. The Village paid to televise the pipe and have made several temporary repairs. The pipe condition is okay so only three (3) collars need to be installed to permanently repair the stormwater pipe for the long term.
- 131 Doolen Court – After the residents brought in photographs of the stormwater outfall, there was no need to pay to televise the pipe. The photographs clearly show the joint broken and separated. This stormwater outfall services Lake Colony so a large group of residents are impacted.
- 131 Ebbtide Drive – The pipe joint near the seawall is failed and a temporary repair has been made. Village Administration met with the property owners and they noted they are in the process of replacing their seawall. They would like the stormwater outfall repaired before starting the construction of their new seawall so the Village does not come in after the fact and tear up all their new construction.

These are unbudgeted projects since we are waiting for the Stormwater Management Study to be completed. Village Council approved a contract with Hazen & Sawyer, P.C. to complete the Study on October 10, 2019 (Resolution 2019-114) and it is in progress. If funding is approved for stormwater infrastructure, the top priority will be to clean and televise the entire stormwater collection system. This will allow the Village to prioritize and plan for stormwater projects rather than react when residents bring them to our attention.

Village Administration is recommending using Infrastructure Surtax dollars for these projects. The existing \$80,000 fund balance will be utilized along with savings due to other projects expected to come in on or under budget to absorb the cost. The Infrastructure Surtax Committee recommended to Village Council on September 12, 2019 to use any fund balance to increase the Street Project CIP and Village Council agreed. However, when these stormwater repair projects came to light, the Infrastructure Surtax Committee met again on January 14, 2020 to discuss reprioritization of dollars to fund the stormwater repair projects and return the Street Project CIP to the originally proposed \$300,000 budget. They are recommending this course of action to Village Council at this time.

Based on the foregoing, Village Administration requested and reviewed proposals from D.S. Eakins Construction Corporation utilizing the City of Palm Beach Gardens Agreement No. ITB2014-031PW. D.S. Eakins has significant experience with this type of work and has performed very well for the Village in the past. The Palm Beach Gardens Agreement is currently in effect and was recently amended to provide for a new expiration date of January 31, 2021. However, the Agreement was awarded on January 8, 2015 and it is more than eighteen months old. This contract is their most recent contract with a state or local government.

The Village’s purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts where the contract is both active and no older than eighteen (18) months from the date of the requested purchase. To secure competitive pricing and move forward with the stormwater projects, Village Administration is requesting a waiver of the eighteen (18) month requirement. This benefits the Village because an older, large scale contract (\$10,000,000) will have better pricing than a new, small scale contract such as these stormwater projects due to economy of scale and no increases in construction costs over the years.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
Infrastructure Surtax Fund	Public Works/Streets & Grounds	17321-66210	Construction & Major Renovation	\$87,543

Recommendation:

Village Administration requests Council consideration and approval of the attached Resolution approving a contract with D.S. Eakins Construction Corporation in the amount of \$87,543 for stormwater repairs on Country Club Drive, Dory Road South, Doolen Court and Ebbitide Drive pursuant to pricing established in an existing Agreement with the City of Palm Beach Gardens, with funds expended from Account No. 17321-66210 (Public Works/Streets & Grounds - Construction & Major Renovation) and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A CONTRACT AWARD TO D.S. EAKINS CONSTRUCTION CORP. FOR STORMWATER REPAIRS ON COUNTRY CLUB DRIVE, DORY ROAD SOUTH, DOOLEN COURT AND EBBTIDE DRIVE PURSUANT TO PRICING ESTABLISHED IN AN AGREEMENT FOR MISCELLANEOUS PUBLIC WORKS PROJECTS WITH THE CITY OF PALM BEACH GARDENS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of contractor to perform stormwater repairs on Country Club Drive, Dory Road South, Doolen Court and Ebbtide Drive; and

WHEREAS, Village Staff recommends that a Contract be awarded to D.S. Eakins Construction Corp. pursuant to pricing established in an existing Agreement for Miscellaneous Public Works Projects (ITB2014-031PW) with the City of Palm Beach Gardens; and

WHEREAS, the Village Council waives any conflicting purchasing policies and procedures and determines that the adoption of this Resolution is in the best interests of the citizens and residents of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby approves a Contract with D.S. Eakins Construction Corp. for stormwater repairs on Country Club Drive, Dory Road South, Doolen Court and Ebbtide Drive pursuant to pricing established in an existing Agreement for Miscellaneous Public Works Projects (ITB2014-031PW) with the City of Palm Beach Gardens and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village, a copy of which is attached hereto and incorporated herein. The total cost of this Contract shall not exceed \$87,543.00, with funds expended from Account No. I7321-66210 (Public Works/Streets & Grounds - Construction & Major Renovation).

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2020, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter “VILLAGE”), and D.S. EAKINS CONSTRUCTION CORP., P.O. Box 530185, Lake Park, Florida 33403, a Florida corporation (hereinafter “CONTRACTOR”), whose F.E.I. Number is 59-1691997.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to effectuate stormwater repairs on Country Club Drive, Dory Road South, Doolen Court and Ebttide Drive; and

WHEREAS, the City of Palm Beach Gardens, through its competitive selection process, awarded an Agreement for Miscellaneous Public Works Projects (ITB2014-031PW) (“PBG Contract”) to CONTRACTOR; and

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

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

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. PBG Contract. The City of Palm Beach Gardens’ Agreement for Miscellaneous Public Works Projects (ITB2014-031PW) (“PBG Contract”) with CONTRACTOR, attached hereto as Exhibit “A,” is incorporated herein by reference.
3. CONTRACTOR’s Services and Time of Completion.
 - A. In accordance with the terms and conditions of the PBG Contract and at the direction of the VILLAGE, CONTRACTOR shall perform the stormwater repairs in accordance with its Proposals, copies of which are attached hereto as Exhibit “B” and incorporated herein by reference.
 - B. The total cost of such services shall not exceed **\$87,543.00**.
 - C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed.
4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- A. This Contract
- B. Exhibit "A" (PBG Contract)
- C. Exhibit "B" (CONTRACTOR's Proposals)

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

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

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

8. Indemnification.

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

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

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

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

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

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

12. Miscellaneous Provisions.

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

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

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

D. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to

which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

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

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

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

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

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

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

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

D.S. EAKINS CONSTRUCTION CORP.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

DARRYL C. AUBREY
MAYOR

ATTEST:

BY: _____

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____

VILLAGE ATTORNEY



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

To: Village of North Palm Beach
 Attn: Steven J. Hallock
 Phone: (561) 691-3440
 Email: shallock@village-npb.org

Date: 11/13/2019
 Quote Num: 19-0053-3
 Page: 1 of 2

Job Location: 1033 Country Club Drive, North Palm Beach, FL - Storm Repair
 Job Description: Remove Fence & Plants, Excavate, Pour concrete diaper/collar around bad joint, Backfill, Compact & Restore fence & grass.

Dear Mr. Hallock,

The following is a quote from D. S. Eakins Construction Corp. for the above referenced project based upon The City of Palm Beach Gardens Contract - ITB2014-031PW.

Item #	Description	Quantity	Unit Price	Price
Labor & Equipment				
88	Construction Crew "B"	30.0 Hours @	\$350.00 Per Hour	\$10,500.00
94	Dump Truck (15-20CY)	10.0 Hours @	\$70.00 Per Hour	\$700.00
Total Labor Estimate =				\$11,200.00
Materials				
	Filter Fabric, Sand, Cement, Brick & Makeset (Allowance)			\$1,200.00
	Fence Reinstallation (Allowance)			\$1,250.00
95	10% Markup on purchased materials			\$245.00
51	F&I Bahia Sod - up to 1000 SF	500.0 SF @	\$1.12 Per SF	\$560.00
	Survey & Asbuilts			Not Included
	Shrub/Tree replacement & Irrigation Replacement/Repair			Not Included
Total Material Estimate =				\$3,255.00
Total Estimate =				\$14,455.00

Respectfully,

D. Steven Eakins
 Vice President
 D. S. Eakins Construction

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561) 842-0009



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

To: Village of North Palm Beach
 Attn: Steven J. Hallock
 Phone: (561) 691-3440
 Email: shallock@village-npb.org

Date: 11/13/2019
 Quote Num: 19-0053-3
 Page: 2 of 2

Job Location: 1033 Country Club Drive, North Palm Beach, FL - Storm Repair
 Job Description: Remove Fence & Plants, Excavate, Pour concrete diaper/collar around bad joint, Backfill, Compact & Restore fence & grass.

Project Schedule

Task Name	Duration
19-0053-3 VNPBPW -1033 Country Club Drive - Storm Repair	3.0 Days
Mobilize, Remove section of fence, Remove landscaping in work area & Start excavation.	1.0 Day
Finish excavation, install dewatering sump and pump, Install air bag & Construct Diaper/Collar on 30 Inch RCP joint.	1.0 Day
Backfill, Compact, Fine grade for sod, Install sod & Demobilize.	1.0 Day

Does Not Include: Survey, Asbuilts, Densities, Bonds, Permits, Permit Fees, Sodding of empty lot, Irrigation repair/replacement, or Relocation/Replacement of unknown utilities.

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561) 842-0009

1033 Country Club Drive
Joint Repairs
Repair Proposal to Village Council 1/23/20



City :



Shenandoah Construction
1888 NW 22nd Street
Pompano Beach FL 33069
954-975-0098
help@shenandoahconstruction.com
shenandoahconstruction.com

Profile Report / Main sections

Project name 31 MAY 019 NORTH PALM BEACH, V	Job Ticket # :	Customer	Date : 5/31/2019
---	----------------	----------	----------------------------

No.	Start MH	End MH	Date	Street	Media No.	Material	Measured Ft.	TV'd Ft.
1	CB 1029	OUTFALL	5/31/2019	1029 COUNTRY CLUB DRIVE	53119	Reinforced Concrete Pipe	145.00	145.00

Pipe size: CIRCULAR 30 = 145 ft (145 ft)

All sections = 145 ft (145 ft)



Shenandoah Construction
 1888 NW 22nd Street
 Pompano Beach FL 33069
 954-975-0098
 help@shenandoahconstruction.com
 shenandoahconstruction.com

Inspection Report

Date 5/31/2019	WO / PO. No. 14164	Weather Dry	Surveyor's Name AGUSTIN	Pipe Segment Reference	Section No. 1
LS No. N/A	Project Name 1029 COUNTRY CLUB DR	Customer NORTH PALM BEACH, VI	Date Cleaned 5/31/2019	Pre-Cleaning Jetting	Pipe Shape Circular

Street123 City Flow Control Location Code	1029 COUNTRY CLUB DRIVE NORTH PALM BEACH Plugged Light highway	Use of Sewer MH Depth Flow Control TV'd Length	Stormwater 4'2" Plugged 145.00 ft	Upstream MH Dowstream MH Dir. of Survey Measured Length	CB 1029 OUTFALL Downstream 145.00 ft
--	---	---	--	--	---

Purpose of Survey Vehicle # Shenandoah Job # Media No.	Infiltration/Inflow Investigation 353 53119	Pipe Width Dia./Height Material Lining Method	30 inch Reinforced Concrete Pipe
---	---	--	-------------------------------------

Add. Information : PRE TV

1:360	Position	Code	Observation	Photo	Grade
	0.00	AMH	Upstream Manhole, Survey Begins / CB 1029		
	131.50	JSL	Joint Separated Large		S 2
	133.60	B	Broken, from 05 to 07 o'clock, within 8 inches of joint. YES / WITH SAND		S 5
	145.00	AMH	Downstream Manhole, Survey Ends / OUTFALL		

QSR	QMR	SPR	MPR	OPR	SPRI	MPRI	OPRI
5121	0000	7	0	7	3.5	0	3.5



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

To: Village of North Palm Beach
 Attn: Steven J. Hallock
 Phone: (561) 691-3440
 Email: shallock@village-npb.org

Date: 11/13/2019
 Quote Num: 19-0053-2
 Page: 1 of 2

Job Location: 101 Dory Road South, North Palm Beach, FL - Storm Repair
 Job Description: Dewater, Excavate, pour 3 concrete diaphragms/collars on existing 24 inch RCP pipe, Backfill, Compact & Restore areas. Based on 2 Locations in green areas and 1 in driveway.

Dear Mr. Hallock,

The following is a quote from D. S. Eakins Construction Corp. for the above referenced project based upon The City of Palm Beach Gardens Contract - ITB2014-031PW.

Item #	Description	Quantity	Unit Price	Price
Labor & Equipment				
88	Construction Crew "B"	70.0 Hours @	\$350.00 Per Hour	\$24,500.00
94	Dump Truck (15-20CY)	10.0 Hours @	\$70.00 Per Hour	\$700.00
Total Labor Estimate =				\$25,200.00
Materials				
	Filter Fabric, Sand, Cement, Brick & Makeset (Allowance)			\$3,600.00
95	10% Markup on purchased materials			\$360.00
	7 F&I 6" Concrete with wire	200.0 SF @	\$7.09 Per SF	\$1,418.00
53	F&I Floratam Sod - up to 1000 SF	1,000.0 SF @	\$1.20 Per SF	\$1,200.00
	Survey & Asbuilts			Not Included
	Shrub/Tree replacement & Irrigation Replacement/Repair			Not Included
Total Material Estimate =				\$6,578.00
Total Estimate =				\$31,778.00

Respectfully,

D. Steven Eakins
 Vice President
 D. S. Eakins Construction

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561) 842-0009



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

To: Village of North Palm Beach
 Attn: Steven J. Hallock
 Phone: (561) 691-3440
 Email: shallock@village-npb.org

Date: 11/13/2019
 Quote Num: 19-0053-2
 Page: 2 of 2

Job Location: 101 Dory Road South, North Palm Beach, FL - Storm Repair
 Job Description: Dewater, Excavate, pour 3 concrete diapers/collars on existing 24 inch RCP pipe, Backfill, Compact & Restore areas. Based on 2 Locations in green areas and 1 in driveway.

Project Schedule

Task Name	Duration
19-0053-2 VNPBPW -101 Dory Road South - Storm Repair	7.0 Days
Mobilize, Set up MOT Pothole utilities, Saw cut/remove Concrete, strip grass.	1.0 Days
Excavate, Install dewatering sumps, Pour concrete diapers/collars, Backfill, Compact.(for all 3 locations)	3.5 Day
Fine grade for sod/concrete, form & pour concrete.	1.5 Day
Install Sod, clean up & Demobilize.	1.0 Day

Does Not Include: Survey, Asbuilts, Densities, Bonds, Permits, Permit Fees, Sod, Irrigation repair, or Relocation/Replacement of unknown utilities.

**POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
 PHONE: (561) 842-0010 FAX: (561) 842-0009**

101 Dory Road South
Joint Repairs
Repair Proposal to Village Council 1/23/20



Proline Vactor Services, Inc.

LETTER OF TRANSMITTAL

To	Village of North Palm Beach/Director of Public Works 645 Prosperity Farms Road North Palm Beach FL 33408
-----------	---

Date:	10/21/2019
Project:	Dory Rd
Location:	North Palm Beach

WE ARE SENDING YOU THE FOLLOWING ITEMS:

<input type="checkbox"/>	<u>Change Order</u>	<input type="checkbox"/>	<u>Plans</u>	<input type="checkbox"/>	<u>Materials</u>
<input type="checkbox"/>	Copy of Letter	<input type="checkbox"/>	Prints	<input type="checkbox"/>	Sketches
<input type="checkbox"/>	Estimates	<input type="checkbox"/>	Samples	<input type="checkbox"/>	Specifications
<input checked="" type="checkbox"/>	DVD	<input type="checkbox"/>	Video Tapes	<input type="checkbox"/>	As-Built Drawing

COPIES	DATE	No.	DESCRIPTION
2			Copies of 1/17/2019 24" pipe EX-3 to EX 2 EX-2 to EX-1 EX-1 to EX Outfall

THESE ARE TRANSMITTED AS CHECKED BELOW:

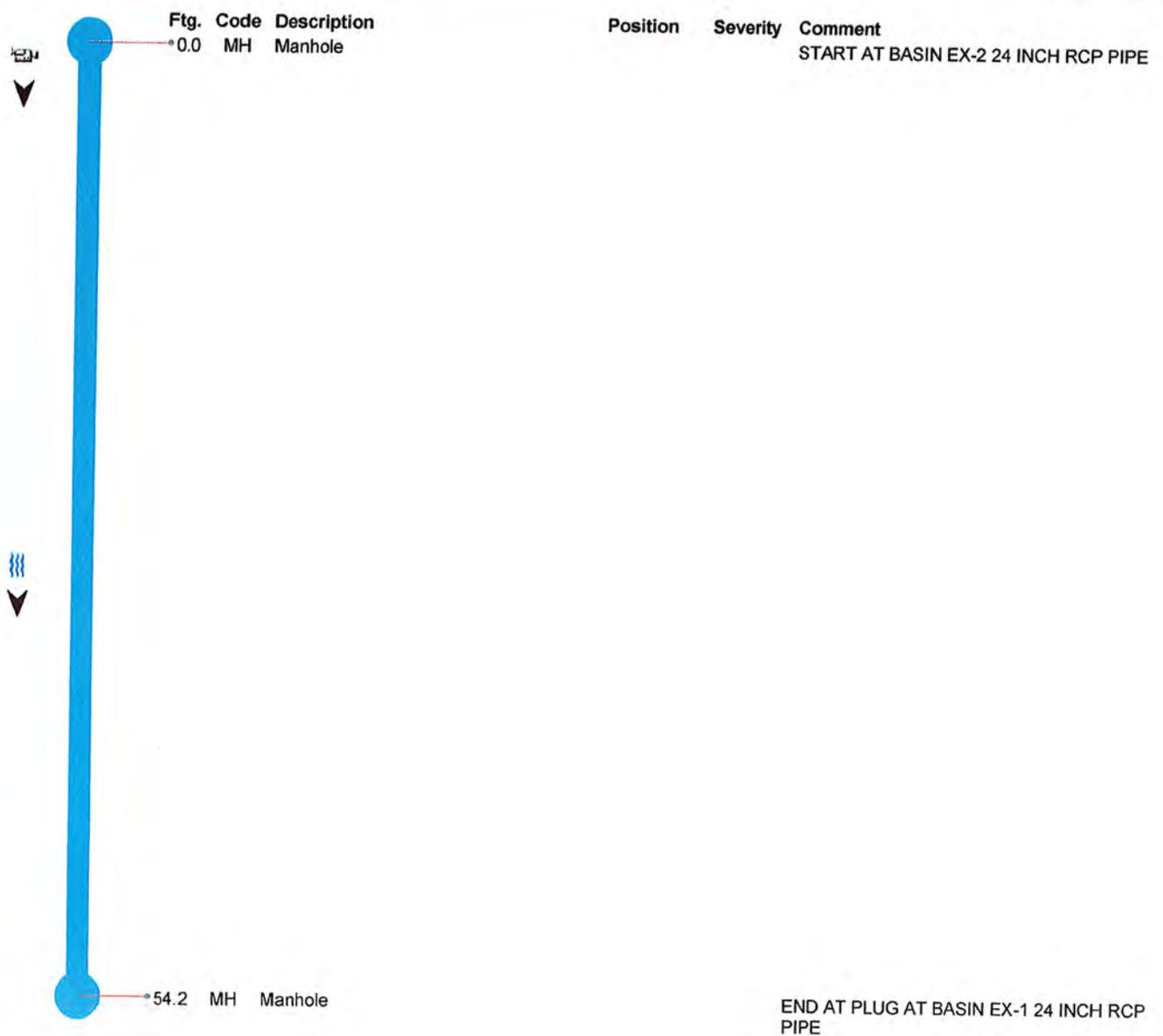
<input type="checkbox"/>	For Approval	<input type="checkbox"/>	Approved as submitted	<input type="checkbox"/>	Resubmit () copies for approval
<input checked="" type="checkbox"/>	For your use	<input type="checkbox"/>	Approved as noted	<input type="checkbox"/>	Submit () copies for distribution
<input checked="" type="checkbox"/>	As requested	<input type="checkbox"/>	Returned for corrections	<input type="checkbox"/>	Return () corrected prints
<input type="checkbox"/>	For review and comment	<input type="checkbox"/>	Other:	<input type="checkbox"/>	Return One Approved Set

Proline Vector Services, Inc.
 8461 Lake Worth Rd.
 Lake Worth, Florida 33467
 Phone: (561) 340-1495
 Fax: (561) 340-1498



PROLINE VECTOR SERVICES, INC.
 SEWER & STORM CLEANING
 Telespection & Sewer Rehabilitation

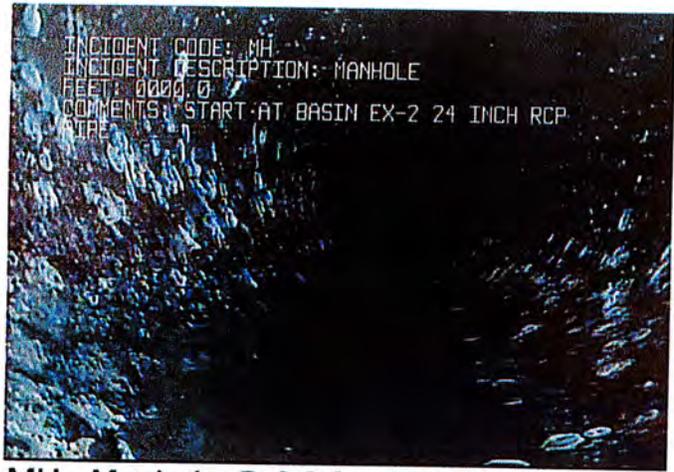
Owner PUBLIX WORKS NORTH PALM BEACH	Customer NORTH PALM BEACH	Upstream MH EX-2	Downstream MH EX-1	Date 01-17-2018	Time 11:59 AM
Surveyor JEFF O'CONNOR	Street 100 DORY RD S		City NORTH PALM BEACH	Weather Dry	
Size 24	Material Concrete segments (unbolted)	Sewer Use Stormwater	Purpose Routine Assessment	Length 54	
Comments				Pre-Cleaning Heavy Cleaning	(TV'd) 54.2



Proline Vector Services, Inc.
 8461 Lake Worth Rd.
 Lake Worth, Florida 33467
 Phone: (561) 340-1495
 Fax: (561) 340-1498



Owner PUBLIX WORKS NORTH PALM BEACH	Customer NORTH PALM BEACH	Upstream MH EX-2	Downstream MH EX-1	Date 01-17-2018	Time 11:59 AM
Surveyor JEFF O'CONNOR	Street 100 DORY RD S		City NORTH PALM BEACH	Weather Dry	
Size 24	Material Concrete segments (unbolted)	Sewer Use Stormwater	Purpose Routine Assessment	Length 54	
Comments				Pre-Cleaning Heavy Cleaning	(TV'd) 54.2



MH - Manhole @ 0.0 ft. START AT BASIN EX-2 24 INCH RCP PIPE



MH - Manhole @ 54.2 ft. END AT PLUG AT BASIN EX-1 24 INCH RCP PIPE

Proline Vector Services, Inc.
 8461 Lake Worth Rd.
 Lake Worth, Florida 33467
 Phone: (561) 340-1495
 Fax: (561) 340-1498



PROLINE VECTOR SERVICES, INC.

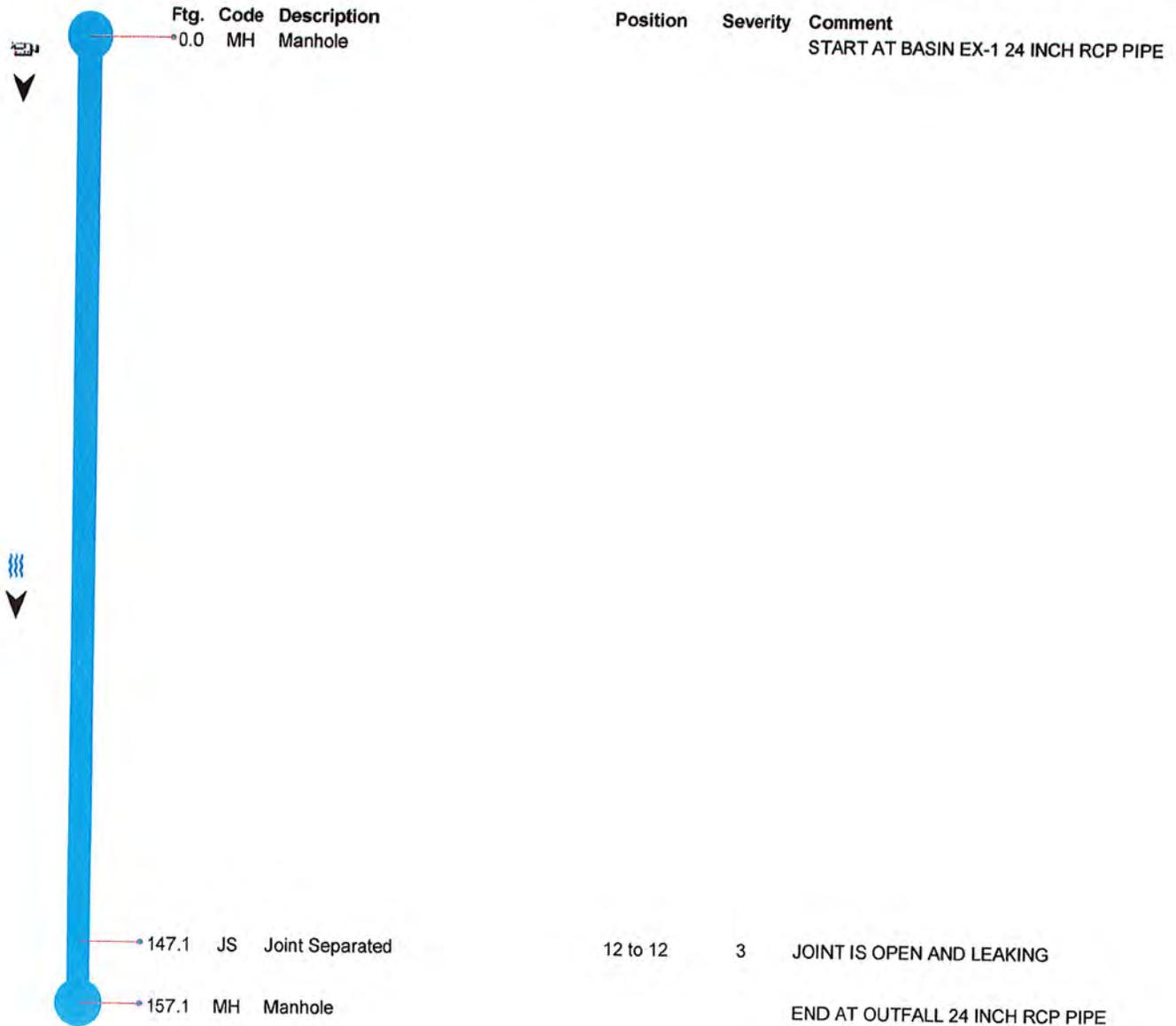
SEWER & STORM CLEANING
 Telespection & Sewer Rehabilitation

Owner PUBLIX WORK NORTH PALM BEACH	Customer NORTH PALM BEACH	Upstream MH EX-1	Downstream MH OUTFALL	Date 01-17-2018	Time 3:18 PM
--	-------------------------------------	----------------------------	---------------------------------	---------------------------	------------------------

Surveyor JEFF O'CONNOR	Street 778 LAKE SIDE DR	City NORTH PALM BEACH	Weather Dry
----------------------------------	-----------------------------------	---------------------------------	-----------------------

Size 24	Material Concrete segments (unbolted)	Sewer Use Stormwater	Purpose Routine Assessment	Length 154
-------------------	---	--------------------------------	--------------------------------------	----------------------

Comments	Pre-Cleaning Heavy Cleaning	(TV'd) 157.1
-----------------	---------------------------------------	------------------------



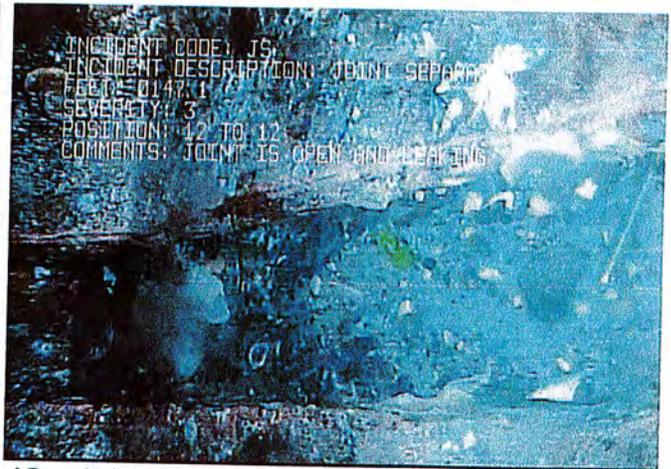
Proline Vector Services, Inc.
 8461 Lake Worth Rd.
 Lake Worth, Florida 33467
 Phone: (561) 340-1495
 Fax: (561) 340-1498



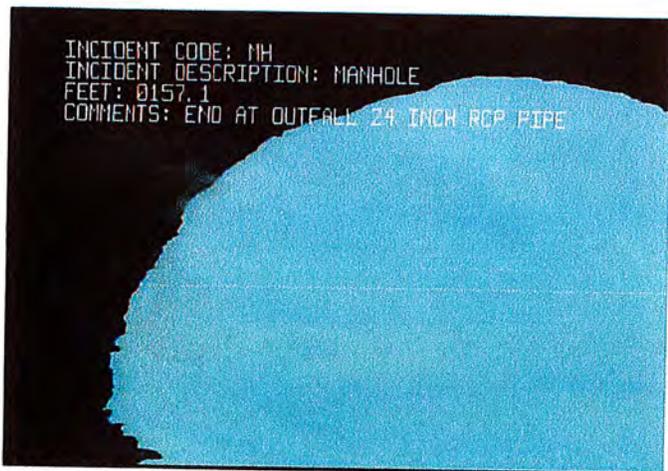
Owner PUBLIX WORK NORTH PALM BEACH	Customer NORTH PALM BEACH	Upstream MH EX-1	Downstream MH OUTFALL	Date 01-17-2018	Time 3:18 PM
Surveyor JEFF O'CONNOR	Street 778 LAKE SIDE DR		City NORTH PALM BEACH	Weather Dry	
Size 24	Material Concrete segments (unbolted)	Sewer Use Stormwater	Purpose Routine Assessment	Length 154	
Comments				Pre-Cleaning Heavy Cleaning	(TV'd) 157.1



MH - Manhole @ 0.0 ft. START AT
BASIN EX-1 24 INCH RCP PIPE



JS - Joint Separated @ 147.1 ft. JOINT IS
OPEN AND LEAKING



MH - Manhole @ 157.1 ft. END AT
OUTFALL 24 INCH RCP PIPE

Proline Vector Services, Inc.
 8461 Lake Worth Rd.
 Lake Worth, Florida 33467
 Phone: (561) 340-1495
 Fax: (561) 340-1498



PROLINE VECTOR SERVICES, INC.

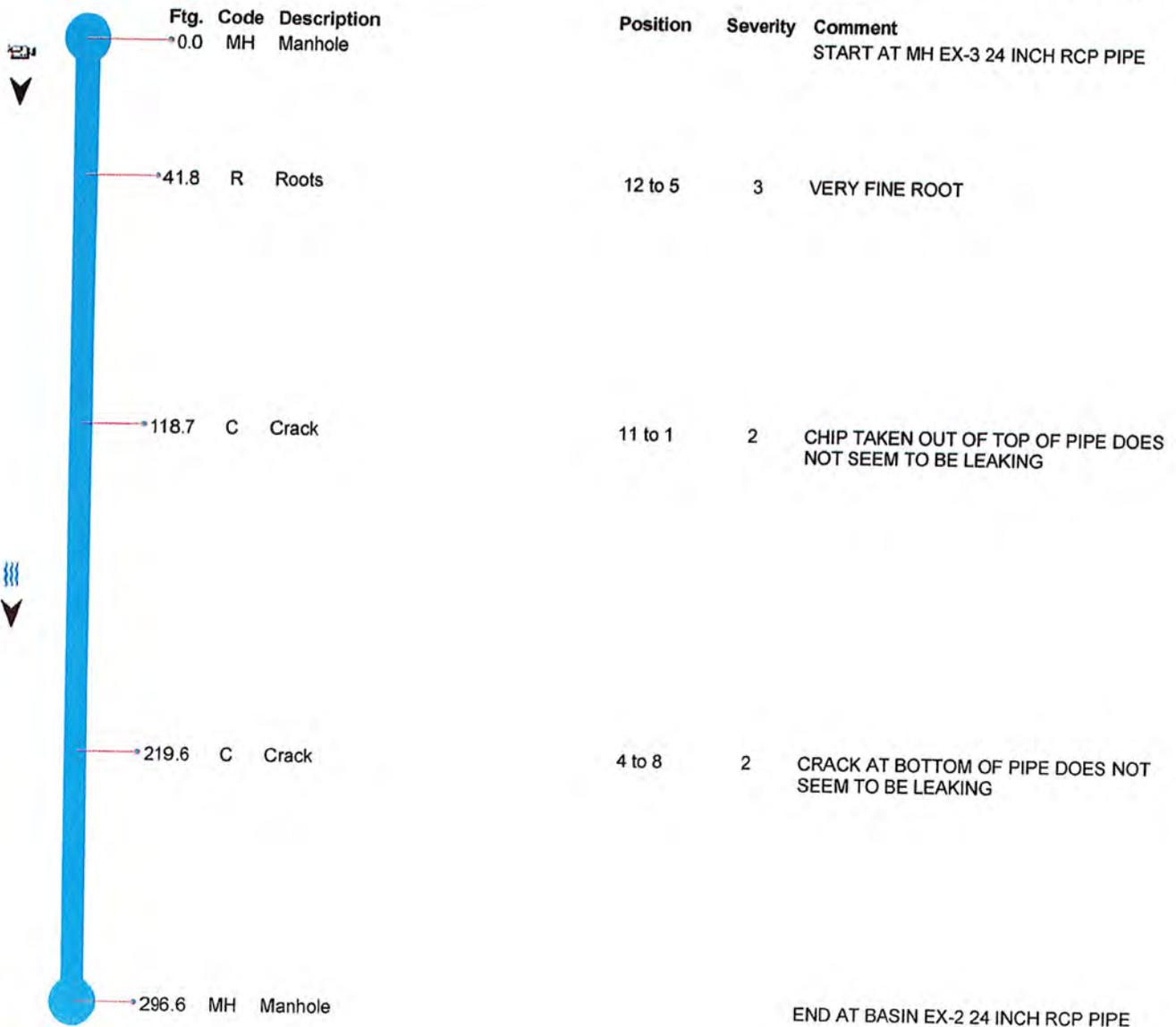
SEWER & STORM CLEANING
 Telespection & Sewer Rehabilitation

Owner PUBLIX WORKS NORTH PALM BEACH	Customer NORTH PALM BEACH	Upstream MH EX-3	Downstream MH EX-2	Date 01-17-2018	Time 11:09 AM
--	-------------------------------------	----------------------------	------------------------------	---------------------------	-------------------------

Surveyor JEFF O'CONNOR	Street 119 DORY RD S	City NORTH PALM BEACH	Weather Dry
----------------------------------	--------------------------------	---------------------------------	-----------------------

Size 24	Material Concrete segments (unbolted)	Sewer Use Stormwater	Purpose Routine Assessment	Length 301
-------------------	---	--------------------------------	--------------------------------------	----------------------

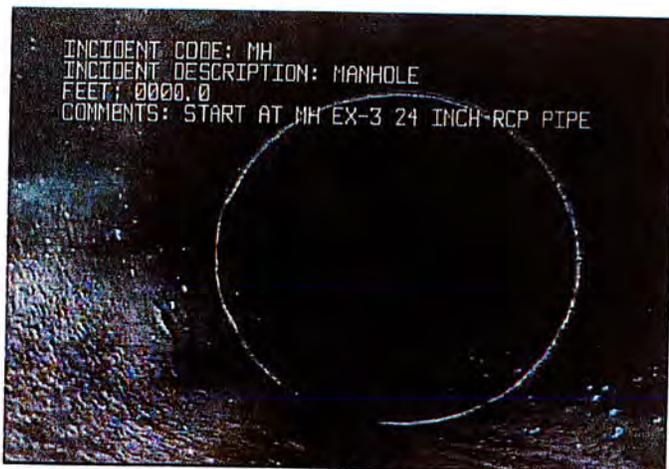
Comments	Pre-Cleaning Heavy Cleaning	(TV'd) 296.6
-----------------	---------------------------------------	------------------------



Proline Vector Services, Inc.
 8461 Lake Worth Rd.
 Lake Worth, Florida 33467
 Phone: (561) 340-1495
 Fax: (561) 340-1498



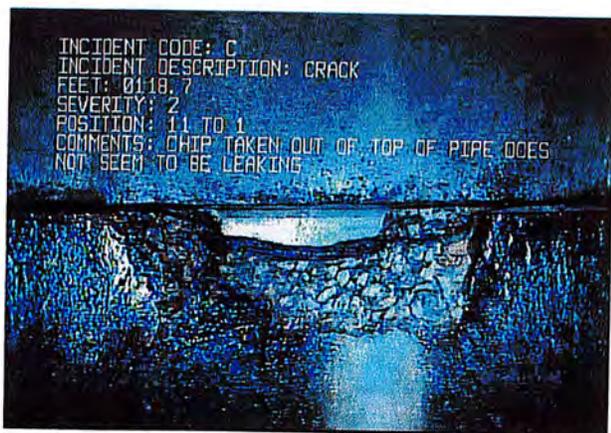
Owner PUBLIX WORKS NORTH PALM BEACH	Customer NORTH PALM BEACH	Upstream MH EX-3	Downstream MH EX-2	Date 01-17-2018	Time 11:09 AM
Surveyor JEFF O'CONNOR	Street 119 DORY RD S		City NORTH PALM BEACH	Weather Dry	
Size 24	Material Concrete segments (unbolted)	Sewer Use Stormwater	Purpose Routine Assessment	Length 301	
Comments			Pre-Cleaning Heavy Cleaning	(TV'd) 296.6	



MH - Manhole @ 0.0 ft. START AT MH EX-3 24 INCH RCP PIPE



R - Roots @ 41.8 ft. VERY FINE ROOT



C - Crack @ 118.7 ft. CHIP TAKEN OUT OF TOP OF PIPE DOES NOT SEEM TO BE LEAKING



C - Crack @ 219.6 ft. CRACK AT BOTTOM OF PIPE DOES NOT SEEM TO BE LEAKING

Proline Vector Services, Inc.
 8461 Lake Worth Rd.
 Lake Worth, Florida 33467
 Phone: (561) 340-1495
 Fax: (561) 340-1498



Owner PUBLIX WORKS NORTH PALM BEACH	Customer NORTH PALM BEACH	Upstream MH EX-3	Downstream MH EX-2	Date 01-17-2018	Time 11:09 AM
Surveyor JEFF O'CONNOR	Street 119 DORY RD S		City NORTH PALM BEACH	Weather Dry	
Size 24	Material Concrete segments (unbolted)	Sewer Use Stormwater	Purpose Routine Assessment	Length 301	
Comments				Pre-Cleaning Heavy Cleaning	(TV'd) 296.6



MH - Manhole @ 296.6 ft. END AT BASIN
 EX-2 24 INCH RCP PIPE



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

To: Village of North Palm Beach
 Attn: Steven J. Hallock
 Phone: (561) 691-3440
 Email: shallock@village-npb.org

Date: 11/13/2019
 Quote Num: 19-0053-1
 Page: 1 of 2

Job Location: 131 Doolen Ct , North Palm Beach, FL - Storm Repair
 Job Description: Replace 56 LF of 14" x 23" CMP with 14" x 23" RCP, Tie into existing structures, replace existing structure collars w/ grate, & Restore roadway.

Dear Mr. Hallock,

The following is a quote from D. S. Eakins Construction Corp. for the above referenced project based upon The City of Palm Beach Gardens Contract - ITB2014-031PW.

Item #	Description	Quantity	Unit Price	Price
Labor & Equipment				
88	Construction Crew "B"	40.0 Hours @	\$350.00 Per Hour	\$14,000.00
94	Dump Truck (15-20CY)	10.0 Hours @	\$70.00 Per Hour	\$700.00
Total Labor Estimate =				\$14,700.00
Materials				
	18" HDPE Pipe	20.0 LF @	\$25.00 Per LF	\$500.00
	Filter Fabric, Sand, Cement, Brick & Makeset (Allowance)			\$1,200.00
	Fence Reinstallation (Allowance)			\$1,250.00
95	10% Markup on purchased materials			\$295.00
53	F&I Floratam Sod - up to 1000 SF	1,000.0 SF @	\$1.20 Per SF	\$1,200.00
	Survey & Asbuilts			Not Included
	Shrub/Tree replacement & Irrigation Replacement/Repair			Not Included
Total Material Estimate =				\$4,445.00
Total Estimate =				\$19,145.00

Respectfully,

D. Steven Eakins
 Vice President
 D. S. Eakins Construction

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561) 842-0009



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

To: Village of North Palm Beach
 Attn: Steven J. Hallock
 Phone: (561) 691-3440
 Email: shallock@village-npb.org

Date: 11/13/2019
 Quote Num: 19-0053-1
 Page: 2 of 2

Job Location: 131 Doolen Ct , North Palm Beach, FL - Storm Repair
 Job Description: Replace 56 LF of 14" x 23" CMP with 14" x 23" RCP, Tie into existing structures, replace existing structure collars w/ grate, & Restore roadway.

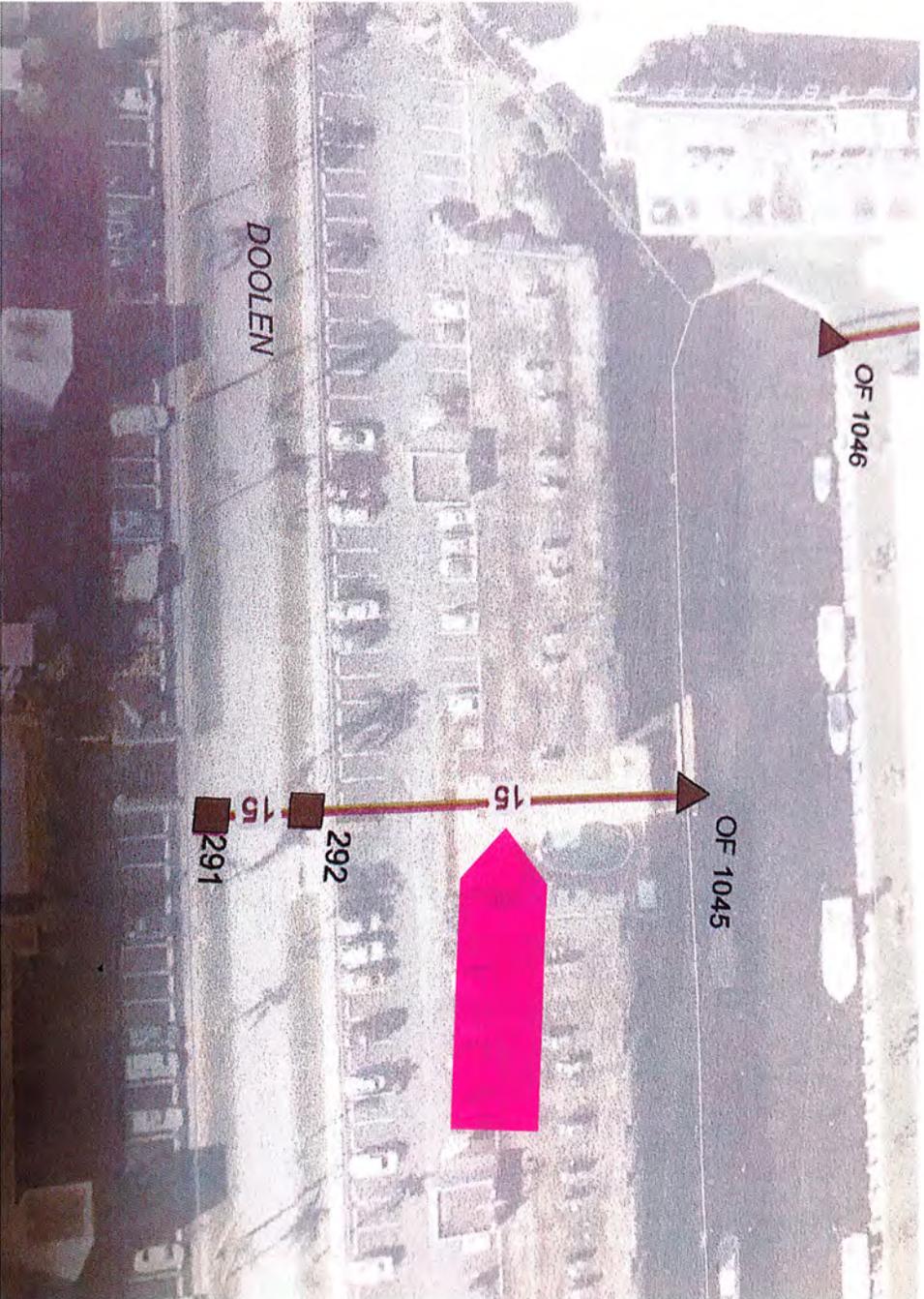
Project Schedule

Task Name	Duration
19-0053-1 VNPBPW - 131 Doolen Ct - Storm Repair	4.0 Days
Mobilize, Set up MOT, Pothole utilities, Remove Fence & Start Excavation	1.0 Days
Finish excavation, Install dewatering sump, Remove existing pipe, install new pipe through seawall and pour diaper/collar.	2.0 Day
Backfill, Compact, Finish grade for sod, Install sod, clean up & Demobilize.	1.0 Day

Does Not Include: Survey, Asbuilts, Densities, Bonds, Permits, Permit Fees, Sod, Irrigation repair, or Relocation/Replacement of unknown utilities.

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561) 842-0009

131 Doolen Court
Replace 56 LF of CMP, Collars and Grate
Repair Proposal to Village Council 1/23/20





Lake Colony
131 Doolen Ct



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

To: Village of North Palm Beach
 Attn: Travis Hawthorne
 Phone: (561) 691-3440
 Email: thawthorne@village-npb.org

Date: 1/9/2020
 Quote Num: 19-0053-4
 Page: 1 of 2

Job Location: 131 Ebbtide Dr. , North Palm Beach, FL - Storm Repair @ Seawall
 Job Description: Replace 8 to 10 LF of 15" RCP with 15" ADS Pipe, Seal pipe @ seawall, Pour collar at connection, backfill compact, restore fence and restore grass.

Dear Mr. Hawthorne,

The following is a quote from D. S. Eakins Construction Corp. for the above referenced project based upon The City of Palm Beach Gardens Contract - ITB2014-031PW.

Item #	Description	Quantity	Unit Price	Price
Labor & Equipment				
88	Construction Crew "B"	50.0 Hours @	\$350.00 Per Hour	\$17,500.00
Total Labor Estimate =				\$17,500.00
Materials				
	15" HDPE Pipe	20.0 LF @	\$22.50 Per LF	\$450.00
	Filter Fabric, Sand, Cement, Brick & Makeset (Allowance)			\$1,200.00
	Fence Reinstallation (Allowance)			\$1,500.00
95	10% Markup on purchased materials			\$315.00
53	F&I Floratam Sod - up to 1000 SF	1,000.0 SF @	\$1.20 Per SF	\$1,200.00
	Survey & Asbuilts			Not Included
	Shrub/Tree replacement & Irrigation Replacement/Repair			Not Included
Total Material Estimate =				\$4,665.00

Respectfully,



D. Steven Eakins
 Vice President
 D. S. Eakins Construction

Total Estimate =	\$22,165.00
-------------------------	--------------------



D.S. EAKINS

CONSTRUCTION CORPORATION



HOURLY PROPOSAL

To: Village of North Palm Beach
 Attn: Travis Hawthorne
 Phone: (561) 691-3440
 Email: thawthorne@village-npb.org

Date: 1/9/2020
 Quote Num: 19-0053-4
 Page: 2 of 2

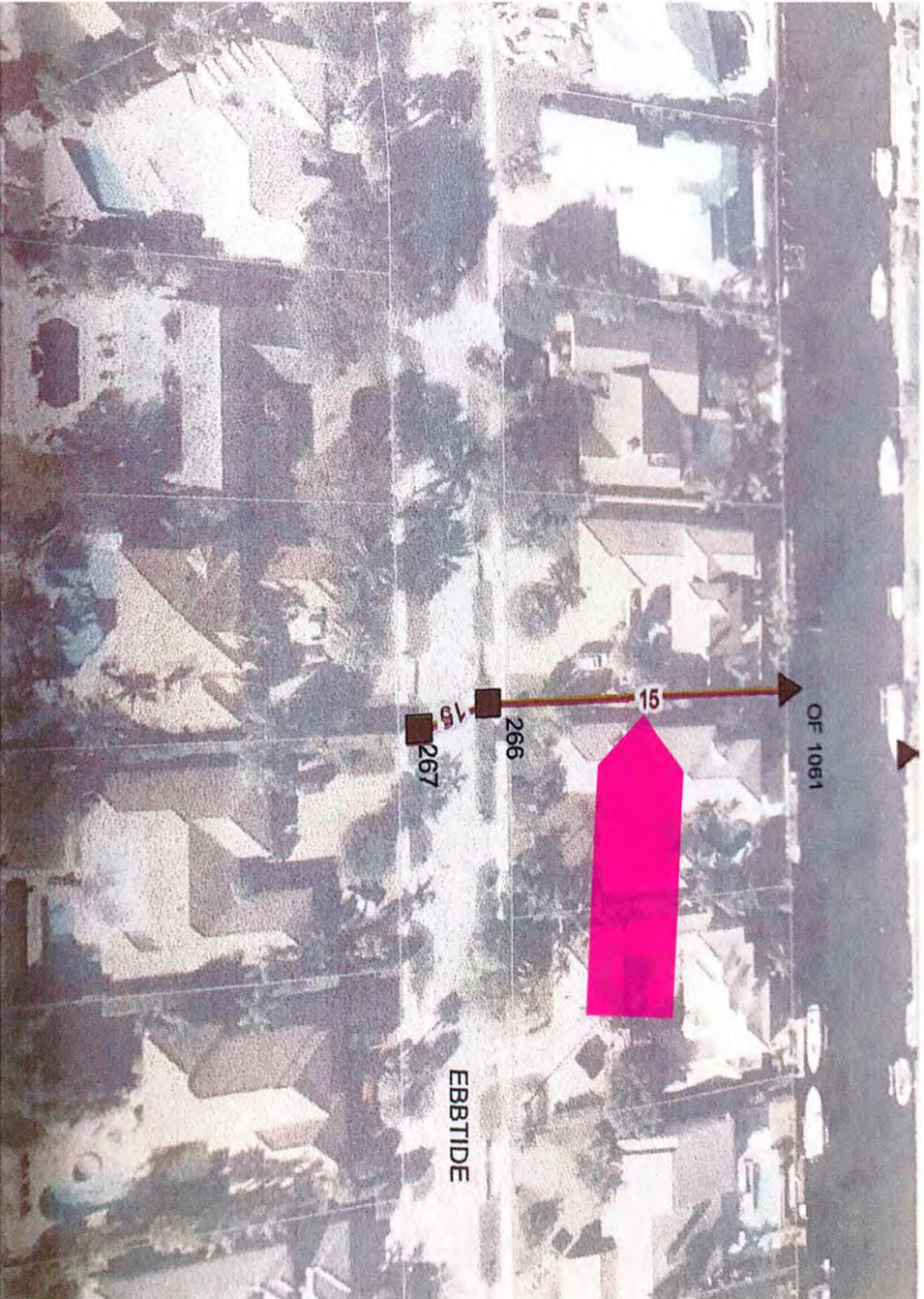
Job Location: 131 Ebbtide Dr. , North Palm Beach, FL - Storm Repair @ Seawall
 Job Description: Replace 8 to 10 LF of 15" RCP with 15" ADS Pipe, Seal pipe @ seawall, Pour collar at connection, backfill compact, restore fence and restore grass.

Project Schedule

Task Name	Duration
19-0053-4 VNPBPW - 131 Ebbtide Drive - Storm Repair @ Seawall	5.0 Days
Mobilize, Remove Fence & Start Excavation	1.0 Days
Finish excavation, Install dewatering sump, Remove existing pipe, install new pipe through seawall and pour diaper/collar.	3.0 Day
Backfill, Compact, Finish grade for sod, Install sod, clean up & Demobilize.	1.0 Day

Does Not Include: Survey, Asbuilts, Densities, Bonds, Permits, Permit Fees, Irrigation repair, or Relocation/Replacement of unknown utilities.

131 Ebbtide Drive
Replace 10 LF of RCP and Collar
Repair Proposal to Village Council 1/23/20





131 Ebbtide Drive



131 Ebbitide Drive



PALM BEACH GARDENS
"A unique place to live, learn, work & play"

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

PURCHASING DEPARTMENT

INVITATION TO BID

ITB NO.: ITB2014-031PW

TITLE: MISCELLANEOUS PUBLIC WORKS PROJECTS

DUE DATE: OCTOBER 31, 2014

TIME: 3:00PM

INSTRUCTIONS

Sealed bids must be received on or before the due date and time (local time) at the office of the City Clerk, 10500 North Military Trail, Palm Beach Gardens, Florida 33410. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. All bids will be publicly opened at City Hall. Each bid submitted to the City Clerk shall have the following information clearly marked on the face of the envelope: the bidder's name, return address, ITB number, due date for bids, and the title of the bid. Included in the envelope shall be one (1) original and two (2) copies of the bid, and one (1) electronic version on CD. The original should be marked "ORIGINAL". Each copy must be identical to the original and the file format on the CD should be in Portable Document Format (pdf).

BROADCAST

The City of Palm Beach Gardens utilizes electronic online services for notification and distribution of its solicitation documents. The City's solicitation information can be obtained from: a) **Public Purchase** - Please contact Public Purchase at support@publicpurchase.com; www.publicpurchase.com; or call 801-932-7000 for additional information on registration; b) **Demand Star** - Please contact Demand Star at www.demandstar.com or by calling them at 1-800-711-1712; c) **The City's Vendor List** - The City emails all advertised solicitations to vendors which have joined the City's Vendor List. To join the City's Vendor List, please visit the City's Purchasing webpage at <http://www.pbgfl.com/purchasing> and click on the "Join Vendor List" link. Bidders who obtain solicitations from sources other than those named above are cautioned that the Invitation to Bid package may be incomplete. The City will not evaluate incomplete bid packages. Demand Star and Public Purchase are independent entities and are not agents or representatives of the City. Communications to these entities do not constitute communications to the City. The City 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.

CONTACT PERSON

Any questions regarding the specifications and solicitation process must be submitted in writing to the Purchasing Department for the Purchasing and Contracts Director at kmra@pbgfl.com. To allow enough time for the City to respond, requests for clarification and additional information should be received at least forty-eight (48) hours before the Due Date for bids.

D. S. Eakins Construction Corporation
Name of Bidder



PALM BEACH GARDENS
"A unique place to live, learn, work & play"

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

LEGAL ADVERTISEMENT

INVITATION TO BID NO. ITB2014-031PW

MISCELLANEOUS PUBLIC WORKS PROJECTS

The City of Palm Beach Gardens is seeking bids from qualified firms to perform miscellaneous public works projects, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

Invitation to Bid documents are available beginning Monday, October 6, 2014, at 8:00 a.m. local time on the City of Palm Beach Gardens website at <http://www.pbgfl.com> and following the links for Demand Star or Public Purchase, or by contacting the City Clerk's Office at (561) 799-4121.

Sealed bids must be clearly marked "ITB2014-031PW, Miscellaneous Public Works Projects" and delivered to the Office of the City Clerk at 10500 North Military Trail, Palm Beach Gardens, Florida 33410. The deadline for submission of bids is Friday, October 31, 2014, at 3:00 p.m. local time. At that time, the bids will be publicly opened and read aloud at City Hall, 10500 North Military Trail, Palm Beach Gardens, Florida 33410.

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

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. Any questions regarding the completeness or substance of the solicitation package or the goods or services must be submitted in writing via email or fax to Km! Ra, Purchasing and Contracts Director, kmra@pbgfl.com or (561) 799-4134.

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

The City of Palm Beach Gardens 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 on such coverage and terms it deems will best serve the interests of the City.

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

Publish: Palm Beach Post
Sunday, October 5, 2014

TABLE OF CONTENTS

	SECTION	PAGE
1.	General Terms and Conditions	4
2.	Special Terms and Conditions	14
3.	Technical Specifications, Statement of Work, or Scope of Services	23
4.	Pricing Schedules	24
5.	Acknowledgement of Addenda	36
6.	Signature Page	37
7.	Affidavits, Performance Bond Format, Letter of Credit Format	38
8.	Draft Form of Agreement	47
9.	Exhibits (if applicable)	50

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. *City: shall refer to the City of Palm Beach Gardens, 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 City and the Bidder.*
- g. *Contractor: successful Bidder or Bidder who is awarded a contract to provide goods or services to the City.*
- h. *Invitation to Bid: formal request for Bids from qualified Bidders.*
- i. *Purchasing Department: the Purchasing Department of the City of Palm Beach Gardens, 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 Ordinance No. 2011-039, and the purchasing policies of the City of Palm Beach Gardens, all Solicitations, once advertised 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 City Solicitations, the City's professional staff, and the City Council members.

1.3 ADDENDUM

The Purchasing 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 addendum issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or 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 City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

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 Purchasing Department prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

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 City of Palm Beach Gardens that payment for all purchases by City departments shall be made in a timely manner. The City will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

1.9 **DISCOUNTS (PROMPT PAYMENTS)**
The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.

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, traffic, illness, or other issues.*

1.11 **CANCELLATION OF BID SOLICITATION**
The City of Palm Beach Gardens reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the City.

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 City 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 City shall be the sole judge of its best interest.*

- b. *The City 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 City's best interest to do so.*
- c. *The City 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.*
- d. *The Bidder's performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.*

- e. The City will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.
- f. 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.
- g. The Purchasing and Contracts Director will decide all tie Bids.
- h. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- i. The City reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the City deems necessary.

1.13 CONTRACT EXTENSION
 The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

1.14 WARRANTY
 All warranties express and implied shall be made available to the City 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 City, 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 City's anticipated needs and/or usage; and (b) the City 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 City 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 City to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the City 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 City and the successful Bidder, continue until completion at the same prices, terms, and conditions.

1.18 BID PROTEST
 A recommendation for contract award or rejection of award may be protested by a Bidder. The Bidder may file a written protest with the City Clerk's office. The Bidder shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Bid number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of award posting. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

In the event of a timely protest, the City will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

1.19 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.

1.20 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 City or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

1.21 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 City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

1.22 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 City. Assignment without the prior consent of the City may result in termination of the contract for default.

1.23 SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.24 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 City or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The City may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

1.25 INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the City 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 City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits,

causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the 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 City, 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 City or its officers, employees, agents, and instrumentalities as herein provided.

1.26 COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any City 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 City, 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 City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

1.27 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.
- 1.28 **TERMINATION FOR CONVENIENCE**
The City, 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 City shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."
- 1.29 **TERMINATION FOR DEFAULT**
The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation 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 City further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City 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.
- 1.30 **FRAUD AND MISREPRESENTATION**
Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, 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.
- 1.31 **ACCESS AND AUDIT OF RECORDS**
The City reserves the right to require the awarded Bidder to submit to an audit by an auditor of the City'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 City 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 City to ensure compliance with applicable accounting and financial standards.
- 1.32 **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 County 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 City contracts.
- 1.33 **PRE-AWARD INSPECTION**
The City 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.
- 1.34 **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 City 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 City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the City 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.

- 1.35 **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**
Any person or entity that performs or assists the City of Palm Beach Gardens with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:
- a. Use of information only for performing services required by the contract or as required by law;
 - b. Use of appropriate safeguards to prevent non-permitted disclosures;
 - c. Reporting to the City of Palm Beach Gardens any non-permitted use or disclosure;
 - d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
 - e. Making Protected Health Information (PHI) available to the customer;
 - f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
 - g. Making PHI available to the City of Palm Beach Gardens for an accounting of disclosures; and
 - h. Making internal practices, books, and records related to PHI available to the City of Palm Beach Gardens for compliance audits.
PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.
- 1.36 **ADDITIONAL FEES AND SURCHARGES**
Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.
- 1.37 **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).
- 1.38 **COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING**
If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.
- 1.39 **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.
- 1.40 **SEVERABILITY**
If any part of this contract is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- 1.41 **GOVERNING LAW AND VENUE**
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.
- 1.42 **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, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

- 1.43 **EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION**
The City of Palm Beach Gardens 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 City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

- 1.44 **AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS**

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

- 1.45 **CRIMINAL HISTORY BACKGROUND CHECKS**

Prior to hiring a contract employee or contracting with a Bidder, the City 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 City to access criminal background information. The costs for the background checks shall be borne by the City.

- 1.46 **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.

- 1.47 **MINIMUM WAGE REQUIREMENTS**

The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-

Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.

- 1.48 **PACKING SLIP AND DELIVERY TICKET**

A packing slip and/or delivery ticket shall accompany all items during delivery to the City. The documents shall include information on the contract number or purchase order, any hack order items, and the number or quantity of items being delivered.

- 1.49 **PURCHASE OF OTHER ITEMS**

The City 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 City may request price quote(s) from the awarded Bidder(s) on the contract. The City, 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.

- 1.50 **PUBLIC RECORDS**

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The City will not accept Bids when the entire Bid is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

- The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.071, Florida Statutes; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.*
- 1.51 **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 City of Palm Beach Gardens. Further, all Bidders must disclose the name of any City 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 or Bids with the City.
- 1.52 **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.
- 1.53 **OTHER GOVERNMENTAL AGENCIES**
If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions of the prices awarded, as applicable.
- 1.54 **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 City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.
- 1.55 **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 City 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 City exercises this authority, the City shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the City in accordance with the contract specifications. The City 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 City as a result of having to secure the services of another vendor.
- 1.56 **CORRECTING DEFECTS**
The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the City 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 City for this work or items, either through a credit memorandum or through invoicing.
- 1.57 **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 City.
- 1.58 **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.

1.59 **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 City 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 City may require the awarded Bidder to replace the materials at the Bidder's expense.

1.60 **TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

1.61 **TAXES**

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

1.62 **BIDDER'S COSTS**

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

1.63 **SUBSTITUTION OF PERSONNEL**

It is the intention of the City 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 City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot

be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

1.64 **FORCE MAJEURE**

The City 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 City 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.

1.65 **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 City of Palm Beach Gardens.

1.66 **POOL CONTRACTS**

During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the City reserves the right to add new vendors to these contracts for goods or services not awarded

for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Invitation to Bid.

1.67 **FISCAL FUNDING OUT**

The City'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.

SECTION 2 SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to pre-qualify bidders for a vendor pool, and to establish unit prices and rates for future miscellaneous public works projects. This initial solicitation provides for the submission of documents and forms intended to verify that the bidder meets or exceeds the minimum criteria set forth elsewhere in this solicitation. Bidders must also submit rates based on the format and schedule shown in the pricing section of this Invitation to Bid. All bidders which meet or exceed the criteria established in this solicitation shall be placed in a Pre-Qualification Vendor Pool that may be accessed by City departments in order to perform miscellaneous public works and related projects for the City of Palm Beach Gardens, Florida.

2.2 CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted

2.3 PRE-BID CONFERENCE

Intentionally Omitted

2.4 TERM OF CONTRACT: THREE (3) YEARS

The contract shall commence on the date of the duly executed Agreement, and shall remain in effect for three (3) years, contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the three (3)-year contract term.

2.5 OPTION TO RENEW: THREE (3) ADDITIONAL YEARS

Prior to, or upon completion, of the initial three (3)-year contract term, the City shall have the option to renew this contract for an additional three (3) years.

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the awarded bidders. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

Should an awarded bidder decline the City's right to exercise the option period, the City may consider the awarded bidder in default, which decision may affect that bidder's eligibility for future contracts.

2.6 METHOD OF AWARD: MULTIPLE VENDORS BY ITEM

The City will award the contract to the three (3) lowest priced responsive, responsible bidders on an item-by-item basis, as primary, secondary, and tertiary awardees.

While the method of award prescribes the method for determining the lowest responsive, responsible bidders, the City will award this contract to the designated lowest bidder as the primary awarded bidder and will award this contract to the designated second lowest bidder as the secondary awarded bidder respectively. The primary awarded bidder shall have the first responsibility to initially perform the service or deliver the goods identified in this contract. If

the primary awarded bidder fails to perform it may be terminated for default and the City shall have the option to seek the identified goods or services from the secondary awarded bidder. The City may also make award to the third lowest bidder as the tertiary awarded bidder.

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

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

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 term of contract, except for any price adjustments that may be allowed elsewhere in this Contract.

2.8 PRICE ADJUSTMENTS

Prior to, or upon completion, of the initial three-year contract term, the City may consider an adjustment to prices based on the most recent annual change in the following pricing index and category:

Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, All Items, Miami-Fort Lauderdale Area

It is the awarded bidder(s) responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any new contract term, the awarded bidder's request for adjustment should be submitted at least thirty (30) days prior to expiration of the current term of the contract. The adjustment requested shall not be in excess of the relevant pricing index change. If a timely adjustment request is not received from the awarded bidder(s), the next three-year contract term may be exercised by the City without pricing adjustment. Any adjustment request received after the commencement of a new period will not be considered.

The City reserves the right to negotiate lower pricing for each contract term based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term based on the downward movement of the applicable index.

The City reserves the right to reject any price adjustments requested by the awarded bidder and/or to not exercise any otherwise available option term based on such price adjustments.

Requests for price adjustments shall affect the designations of primary, secondary, or tertiary awardees for the relevant contract term.

2.9 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

Prior to submitting its offer for any future project, it is recommended that the awarded bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The awarded bidder is also advised to examine carefully any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

2.10 EQUAL PRODUCTS
Intentionally Omitted

2.11 LIQUIDATED DAMAGES

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

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

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 City's Risk Coordinator or designee.

The required insurance coverage is to 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 City of Palm Beach Gardens 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 City 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 City of Palm Beach Gardens.

The awarded bidder must submit a current Certificate of Insurance, naming the City of Palm Beach Gardens as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the City 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 City 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 City 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 City reserves the right to request additional insurance coverage for future specific projects, on a project-by-project basis, depending on the requirements, nature, and specifications of such projects.

2.13 **BID BOND/GUARANTY**
Intentionally Omitted

2.14 **PERFORMANCE BOND**

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

The awarded bidder shall duly execute and deliver to the City a Performance Bond or Unconditional Irrevocable Letter of Credit in an amount equal to 110% of the total project price, payable to the City, as surety for faithful performance under the terms and conditions of the contract. The Performance Bond or Unconditional Irrevocable Letter of Credit shall be delivered to the City within thirty (30) days of being requested, and prior to any commencement of work.

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

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

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

2.15 CERTIFICATIONS

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

2.16 METHOD OF PAYMENT

Upon completion of a project, and inspection and acceptance of the work by the City, the awarded bidder shall submit an invoice to the City for payment. The date of the invoice shall not exceed thirty (30) calendar days from the completion of the work. Under no circumstances shall the invoice be submitted to the City in advance of the delivery and acceptance of the work. The invoice shall contain the following basic information: the awarded bidder's name and address, invoice number, date of invoice, reference (or include a copy of) the corresponding delivery ticket number or packing slip number, description of the goods or service, the contract number, purchase order number, and any discounts.

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

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

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

2.18 WARRANTY REQUIREMENTS: ONE (1) YEAR FROM DATE OF ACCEPTANCE

In addition to all other warranties that may be supplied by the bidder for a project, the awarded bidder shall warrant its products and/or service 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 City. This warranty requirement shall remain in force for the full period; regardless of whether the awarded bidder is under contract with the City at the time of defect.

Any payment by the City on behalf of the goods or services received from the awarded bidder does not constitute a waiver of these warranty provisions.

2.19 ADDITIONAL FACILITIES

Although this solicitation and resultant contract is primarily for miscellaneous public works projects, it is hereby agreed and understood that any City department or agency facility may be added to this contract at the option of the City, for similar or related services. When required by the pricing structure of the contract, awarded bidders shall be invited to submit price quotes for these additional facilities or related projects. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current awarded bidder(s) that offers the lowest acceptable pricing. If this contract has a single awarded bidder, the additional site(s) may be added to this contract by formal modification of the contract. The City may determine to obtain price quotes for the additional facilities from non-contract vendors in the event that fair and reasonable pricing is not obtained from the current awarded bidders, or for other reasons at the City's discretion.

2.20 CATALOGS AND PRICE LISTS

Intentionally Omitted

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 disposed of in an appropriate manner. Upon final completion, the awarded bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the City's authorized representative.

Any items or products that are City owned property must be returned to the City unless items have been deemed of no value to the City. If items or products have no value, the Contractor may dispose of the items or products at no cost to the City.

2.22 DEMONSTRATION OF EQUIPMENT

Intentionally Omitted

2.23 HOURLY RATE

Any 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 and equipment, except as otherwise noted.

2.24 MOTOR VEHICLE LICENSE REQUIREMENT

Intentionally Omitted

2.25 PATENTS AND ROYALTIES

Intentionally Omitted

2.26 PRE-CONSTRUCTION CONFERENCE

The awarded bidder may be required to conduct a Pre-Construction Conference for City officials designated to represent the City prior to performing any work for any subsequent public works projects under this contract. The awarded bidder shall select the location of this construction conference in cooperation with the City. Any costs incurred by City officials in conjunction with

the pre-construction conference shall be borne by the City.

2.27 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 City. 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 City'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.

2.28 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its bid, the bidder must identify any and all subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the bidder fails to identify any and all subcontractors in the bid, the bidder may be allowed to submit this documentation to during the bid evaluation period if such action is in the best interest of the City.

2.29 OTHER FORMS OR DOCUMENTS

If the City 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 CHANGES

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

The City Engineer may, at any time make changes in the details of the work. The awarded bidder shall proceed with the performance of any changes in the work so ordered by the City Engineer, unless the awarded bidder believes that such changes entitles him to a change in the contract price or time, or both, in which event he shall give the City Engineer immediate written notice thereof after the receipt of the ordered change. Thereafter, the awarded bidder shall

document the basis for the change in contract price or time within ten (10) calendar days. All changes resulting in a request for added time must be accompanied by a Time Impact Analysis.

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

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

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

2.31 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

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

If the awarded bidder does not respond promptly or disagrees with the method for adjustment in the contract price, the method and the adjustment shall be determined by the City Engineer on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the contract price, a reasonable allowance for

overhead and profit. In such case, the awarded bidder shall keep and present, in such form as the City Engineer may prescribe, an itemized accounting together with appropriate supporting data.

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

- a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
- b. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- c. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the awarded bidder or others;
- d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the work; and
- e. the awarded bidder may add 10% (for overhead and profit) to the cost for work performed by his own forces, and 5% (for overhead and profit) to the cost for work performed by subcontractors. The subcontractor may add 10% (for overhead and profit) to the cost for work performed by his own forces. The awarded bidder may add an amount, confirmed by the surety, not to exceed 2% for the additional performance bond premium.

Overhead shall include the following: supervision, wages of time keepers, watchmen, and clerks, small tools, incidentals, general office expense, and all other expenses not included in cost.

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

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

2.32 MINOR CHANGES IN THE WORK

The City Engineer shall have authority to order minor changes in the work not inconsistent with the intent of the contract. Such changes shall be effected by issuance of a field order and shall be binding on the City and awarded bidder. The awarded bidder shall carry out such written orders promptly.

SECTION 3 TECHNICAL SPECIFICATIONS AND STATEMENT OF WORK

3.1 GENERAL REQUIREMENTS

It is the intent of the City to contract with multiple vendors to provide services as required by the City on a task-by-task/project-by-project basis for repairs, replacements, and/or installations of municipal infrastructure, which may include, but not be limited to, pavement repair/replacement, stormwater improvements, sidewalks, curbs, driveways, and similar work, over a three-year period, based on unit priced bids submitted as part of this Invitation to Bid. Bids will be accepted for all or part of the list of bid items.

There is no guarantee of work.

3.2 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

The bidder certifies that all equipment and materials used for work performed under this Invitation to Bid shall conform to all applicable O.S.H.A. requirements. Bidder further certifies that if any equipment or materials delivered are subsequently found to be deficient in any O.S.H.A requirements in effect on date of delivery, all costs necessary to bring the equipment and materials into compliance with the aforementioned requirements shall be borne by the bidder.

3.3 MATERIALS

All materials supplied by the Contractor under the provisions of this Bid shall be new materials of the kind and character called for in the plans. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the City. All materials and equipment to be furnished under this Bid shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

3.4 CONTRACTOR'S REPRESENTATIVE

Bidders shall provide the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays should be submitted with the bid.

3.5 STATEMENTS OF WORK

For each subsequent project under this contract, the City will provide to the awarded bidder a written and complete Statement of Work specific to that project. If available, drawings and other documentation will be provided to assist the awarded bidder in properly estimating reasonable costs to perform the work.

**SECTION 4
 PRICING SCHEDULES**

4.1 PRICES AND RATES

The Bidder shall indicate in the spaces provided, the firm and fixed prices and rates offered to the City for the goods and/or services described in the Schedules below.

SCHEDULE OF VALUES AND RATES					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
AREAS OF SPECIFIC WORK					
1.	Removal, saw cut and disposal of 4" thick concrete	1,000	SF	\$ 5.00	\$5,000.00
2.	Removal, saw cut and disposal of 6" thick concrete	1,000	SF	\$ 6.00	\$6,000.00
3.	F & I of 4" concrete with wire	1,000	SF	\$ 5.75	\$5,750.00
4.	F & I of 4" concrete without wire	1,000	SF	\$ 5.60	\$5,600.00
5.	F & I of 4" concrete with polypropylene fiber mix reinforcement	1,000	SF	\$ 5.75	\$5,750.00
6.	F & I of 6" concrete with polypropylene fiber mix reinforcement	1,000	SF	\$ 6.20	\$6,200.00
7.	F & I of 6" concrete with wire	1,000	SF	\$ 6.20	\$6,200.00
8.	F & I of 6" concrete without wire	1,000	SF	\$ 6.10	\$6,100.00
9.	F & I of 6" Pervious Concrete	1,000	SF	\$10.35	\$10,350.00
10.	F & I 4" stamped concrete with wire	500	SF	\$ 8.50	\$4,250.00
11.	F & I 4" stamped concrete without wire	500	SF	\$ 8.35	\$4,175.00
12.	F & I 6" stamped concrete with wire	500	SF	\$ 9.15	\$4,575.00
13.	F & I 6" stamped concrete without wire	500	SF	\$ 9.15	\$4,575.00
14.	F & I of 8" Pervious Concrete	1,000	SF	\$ 11.20	\$11,200.00
15.	F & I FDOT Concrete Bumper Guard	50	EA	\$ 36.45	\$1,822.50
16.	F & I of ADA compliant detectable surface	50	LF	\$ 50.00	\$2,500.00
17.	F & I ADA compliant welded aluminum handrail	100	LF	\$120.00	\$12,000.00
18.	F & I of FDOT Type 'A' curb - by hand	200	LF	\$ 26.00	\$5,200.00
19.	F & I of FDOT Type 'A' curb - by machine	200	LF	\$26.00	\$5,200.00
20.	F & I of FDOT Type 'B' curb - by hand	200	LF	\$27.50	\$5,500.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
21.	F & I of FDOT Type 'B' curb - by machine	200	LF	\$ 24.50	\$ 4,900.00
22.	F & I of FDOT Type 'D' curb - by hand	200	LF	\$ 27.50	\$ 5,500.00
23.	F & I of FDOT Type 'D' curb - by machine	200	LF	\$ 24.50	\$ 4,900.00
24.	F & I of FDOT Type 'E' curb - by hand	200	LF	\$ 27.00	\$ 5,400.00
25.	F & I of FDOT Type 'E' curb - by machine	200	LF	\$ 25.00	\$ 5,000.00
26.	F & I of FDOT Type 'F' curb - by hand	200	LF	\$ 27.00	\$ 5,400.00
27.	F & I of FDOT Type 'F' curb - by machine	200	LF	\$ 25.00	\$ 5,000.00
28.	F & I of FDOT Valley Gutter - by hand	200	LF	\$ 23.50	\$ 4,700.00
29.	F & I of FDOT Valley Gutter - by machine	200	LF	\$ 22.50	\$ 4,500.00
30.	F & I of FDOT Shoulder Gutter - by hand	200	LF	\$ 33.50	\$ 6,700.00
31.	F & I of FDOT Shoulder Gutter - by machine	200	LF	\$ 31.50	\$ 6,300.00
32.	F & I of FDOT Asphaltic Concrete curb	500	LF	\$ 21.00	\$ 10,500.00
33.	F&I of Conduit - 2" (18" - 24" depth)	1,000	LF	\$ 10.99	\$ 10,990.00
34.	Installation only of conduit - 2" (18" - 24" depth)	1,000	LF	\$ 10.00	\$ 10,000.00
35.	F&I of Conduit - 4" (18" - 24" depth)	500	LF	\$ 13.64	\$ 6,820.00
36.	F&I of Conduit - 6" (18" - 24" depth)	500	LF	\$ 16.95	\$ 8,475.00
37.	F & I of conduit - 2" (24" - 36" depth)	1,000	LF	\$ 12.99	\$ 12,990.00
38.	Installation only of conduit - 2" (24" - 36" depth)	1,000	LF	\$ 12.00	\$ 12,000.00
39.	F & I of conduit - 4" (24" - 36" depth)	500	LF	\$ 15.64	\$ 7,820.00
40.	F & I of conduit - 6" (24" - 36" depth)	500	LF	\$ 18.95	\$ 9,475.00
41.	F & I 2' x 2' pull boxes (includes sweeps and groundrods)	20	EA	\$ 775.00	\$ 15,500.00
42.	Installation 2' x 2' pull boxes	20	EA	\$ 500.00	\$ 10,000.00
43.	F & I pull wire within conduit	3,000	LF	\$ 1.05	\$ 3,150.00
44.	F&I Tracing Wire within conduit (#12 Cu)	500	LF	\$ 1.33	\$ 665.00
45.	Supply, place & compact clean fill	2,000	CY	\$ 16.00	\$ 32,000.00
46.	F & I of natural stone riprap w/ filter fabric	50	TN	\$ 50.00	\$ 2,500.00
47.	F & I of broken concrete riprap w/ filter fabric	50	TN	\$ 40.00	\$ 2,000.00
48.	Supply & install sand-cement riprap w/filter fabric	50	CY	\$ 586.00	\$ 29,300.00
49.	Special saw cuts for pavement & concrete	200	LF	\$ 2.00	\$ 400.00
50.	Removal & disposal of existing driveway culvert pipe (any material)	10	LF	\$ 10.00	\$ 100.00
51.	F & I of Bahia Sod - up to 1000 SF	1,000	SF	\$ 1.12	\$ 1,120.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
52.	F & I of Bahia Sod - over 1000 SF	20,000	SF	\$ 0.87	\$ 17,400.00
53.	F & I of Floratam Sod - up to 1000 SF	1,000	SF	\$ 1.20	\$ 1,200.00
54.	F & I of Floratam Sod - over 1000 SF	20,000	SF	\$ 0.75	\$ 15,000.00
55.	F & I of FDOT Seed & Mulch Mix	20,000	SF	\$ 0.25	\$ 5,000.00
56.	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	8	HR	\$ 85.00	\$ 680.00
57.	FDOT Guard Rail with no end treatment	100	FT	\$ 26.17	\$ 2,617.00
58.	FDOT Guard Rail with end treatment	100	FT	\$ 63.62	\$ 6,362.00
59.	Re-grade Swales - up to 1000 CY	1,000	CY	\$ 20.00	\$ 20,000.00
60.	Re-grade Swales - over 1,000 CY	4,000	CY	\$ 15.00	\$ 60,000.00
61.	Canal wash out repair (sand & silt)	10	CY	\$ 75.00	\$ 750.00
62.	Canal Excavation (60' ROW) - up to 1,000 CY	1,000	CY	\$ 25.00	\$ 25,000.00
63.	Canal Excavation (100' ROW) - up to 1,000 CY	1,000	CY	\$ 25.00	\$ 25,000.00
64.	Canal Excavation (60' ROW) - over 1,000 CY	4,000	CY	\$ 20.00	\$ 80,000.00
65.	Canal Excavation (100' ROW) - over 1,000 CY	4,000	CY	\$ 20.00	\$ 80,000.00
66.	Lake Canal Bank Restoration (wash out repair)	10	CY	\$ 75.00	\$ 750.00
67.	F & I of Type SIII asphalt overlay - 1"	7,000	TN	\$ 200.00	\$ 1,400,000.00
68.	Mill existing Pavement (3/4"-1" avg)	10,000	SY	\$ 8.00	\$ 80,000.00
69.	Pavement Replacement w/ 2" Type S	1,000	SY	\$ 11.00	\$ 11,000.00
70.	Adjust Manhole to grade	5	EA	\$ 350.00	\$ 1,750.00
71.	Jack and bore - 4"	200	LF	\$ 45.00	\$ 9,000.00
72.	Directional bore 4"	200	LF	\$ 36.85	\$ 7,370.00
73.	Jack and bore - 6"	200	LF	\$ 55.00	\$ 11,000.00
74.	Directional bore 6"	200	LF	\$ 54.92	\$ 10,984.00
	PAVEMENT MARKING				
	Thermoplastic Pavement Marking				
75.	Compound Lines - Colors and Widths as Indicated (Furnish & Install)				
a.	White, 6"	20,000	LF	\$ 1.07	\$ 21,400.00
b.	Yellow, 6"	10,000	LF	\$ 1.07	\$ 10,700.00
c.	White, 8"	1,000	LF	\$ 1.62	\$ 1,620.00
d.	White, 12"	2,000	LF	\$ 2.16	\$ 4,320.00
e.	White, 18"	1,000	LF	\$ 3.24	\$ 3,240.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>f.</i>	Yellow, 18"	1,000	LF	\$ 3.24	\$ 3,240.00
<i>g.</i>	White, 24"	500	LF	\$ 5.40	\$ 2,700.00
76.	Arrows and Messages; As indicated; White Only (Furnish & Install)				
<i>a.</i>	Turn Arrow	50	EA	\$ 74.25	\$ 3,712.50
<i>b.</i>	Straight Arrow	30	EA	\$ 74.25	\$ 2,227.50
<i>c.</i>	Straight/Turn Arrows; Combination	20	EA	\$ 135.00	\$ 2,700.00
<i>d.</i>	Merge Message	10	EA	\$ 155.25	\$ 1,552.50
<i>e.</i>	RXR Message	8	EA	\$ 236.25	\$ 1,890.00
<i>f.</i>	School Message	10	EA	\$ 175.50	\$ 1,755.00
<i>g.</i>	Only Message	6	EA	\$ 128.25	\$ 769.50
<i>h.</i>	U-Turn Message	10	EA	\$ 128.25	\$ 1,282.50
<i>i.</i>	Bike Lane Symbol (Diamond, Arrow)	20	EA	\$ 121.50	\$ 2,430.00
<i>j.</i>	Handicap Message	40	EA	\$ 155.25	\$ 6,210.00
77.	Raised Reflective Pavement Markers Applied with Thermoplastic – Colors and Types as Indicated (F&I)				
<i>a.</i>	Red & Amber; Bi-Directional	200	EA	\$ 6.08	\$ 1,216.00
<i>b.</i>	Amber; Bi-Directional	400	EA	\$ 5.27	\$ 2,108.00
<i>c.</i>	White & Red; Bi-Directional	1,600	EA	\$ 5.27	\$ 8,432.00
78.	Raised Reflective Pavement Markers Epoxy – Colors and Types as Indicated (Furnish & Install)				
<i>a.</i>	Red & Amber; Bi-Directional	200	EA	\$ 6.21	\$ 1,242.00
<i>b.</i>	Amber; Bi-Directional	30	EA	\$ 5.40	\$ 162.00
<i>c.</i>	White & Red; Bi-Directional	40	EA	\$ 5.40	\$ 216.00
79.	Traffic Paint Lines Colors (Types) and Widths as Indicated (Furnish & Install)				
<i>a.</i>	White, 4"	20,000	LF	\$ 0.31	\$ 6,200.00
<i>b.</i>	Yellow, 4"	10,000	LF	\$ 0.31	\$ 3,100.00
<i>c.</i>	White, 6"	20,000	LF	\$ 0.35	\$ 7,000.00
<i>d.</i>	Black, 6"	200	LF	\$ 0.41	\$ 82.00
<i>e.</i>	Blue, 6"	200	LF	\$ 0.47	\$ 94.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>f.</i>	Yellow, 6"	10,000	LF	\$ 0.35	\$ 3,500.00
<i>g.</i>	White, 18"	200	LF	\$ 1.35	\$ 270.00
<i>h.</i>	White, 12"	2,000	LF	\$ 0.95	\$ 1,900.00
<i>i.</i>	Yellow, 18"	200	LF	\$ 1.35	\$ 270.00
<i>j.</i>	White, 24"	1,000	LF	\$ 1.76	\$ 1,760.00
80.	Arrows and Messages White (Furnish & Install)				
<i>a.</i>	Straight/Combo Arrow	20	EA	\$ 54.00	\$ 1,080.00
<i>b.</i>	Turn Arrow	50	EA	\$ 32.40	\$ 1,620.00
<i>c.</i>	Message (Only; School; Merge & Straight Arrow)	10	EA	\$ 54.00	\$ 540.00
<i>d.</i>	6" Numbers (Per Digit)	10	EA	\$ 2.70	\$ 27.00
<i>e.</i>	8" Numbers (Per Digit)	10	EA	\$ 4.05	\$ 40.50
<i>f.</i>	10" Numbers (Per Digit)	10	EA	\$ 5.40	\$ 54.00
<i>g.</i>	12" Numbers (Per Digit)	10	EA	\$ 6.08	\$ 60.80
<i>h.</i>	24" Numbers (Per Digit)	10	EA	\$ 6.75	\$ 67.50
81.	Fire Lane and No Parking Messages Yellow (Furnish & Install)				
<i>a.</i>	4" Letters (Per Letter)	40	EA	\$ 2.03	\$ 81.20
<i>b.</i>	6" Letters (Per Letter)	40	EA	\$ 2.70	\$ 108.00
<i>c.</i>	8" Letters (Per Letter)	40	EA	\$ 4.05	\$ 162.00
<i>d.</i>	12" Letters (Per Letter)	40	EA	\$ 6.08	\$ 243.20
<i>e.</i>	4' Letters (Per Letter)	100	EA	\$ 13.50	\$ 1,350.00
82.	Pavement Marking Removal				
<i>a.</i>	Traffic Paint	200	SF	\$ 2.03	\$ 406.00
<i>b.</i>	Thermoplastic	500	SF	\$ 2.16	\$ 1,080.00
<i>c.</i>	Cold (Preformed) Plastic	10	SF	\$ 2.43	\$ 24.30
<i>d.</i>	Construction Tape	500	LF	\$ 2.70	\$ 1,350.00
<i>e.</i>	Pavement Markers	400	EA	\$ 0.68	\$ 272.00
83.	Preformed (Cold) Plastic (Install Only)				
<i>a.</i>	White, 24"	100	LF	\$ No Bid	\$ No Bid
<i>b.</i>	Message (Only; School; Merge; U-Turn, Bike Lane, Symbol W/Arrow)	20	EA	\$ No Bid	\$ No Bid

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
c.	Turn Arrow	40	EA	\$ No Bid	\$ No Bid
84.	Preformed (Cold) Plastic (Furnish & Install)				
a.	White Or Yellow, 6"	500	LF	\$ 8.10	\$ 4,050.00
b.	White, 8"	200	LF	\$ 12.15	\$ 2,430.00
c.	White Or Yellow, 12"	400	LF	\$ 16.20	\$ 6,480.00
d.	White Or Yellow, 18"	200	LF	\$ 24.30	\$ 4,860.00
e.	White, 24"	100	LF	\$ 27.00	\$ 2,700.00
f.	Message (Only; School; Merge; Ramp; U-Turn, Bike Lane, Symbol W/Arrow)	20	EA	\$ 573.75	\$ 11,475.00
g.	Turn Arrow	50	EA	\$ 236.25	\$ 11,812.50
85.	Miscellaneous (Furnish & Install)				
a.	Thermoplastic Rumble Strips (Index 518)	15	EA	\$ 607.50	\$ 9,112.50
b.	9" Contrast Tape	200	LF	\$ 14.85	\$ 2,970.00
c.	Flexible Delineators (All Types)	30	EA	\$ 74.25	\$ 2,227.50
d.	Foil Back Tape	200	LF	\$ 2.70	\$ 540.00
86.	Items for FDOT Projects Only				
a.	6" Solid White Paint	10,000	NM	\$ 0.35	\$ 3,500.00
b.	6" Solid White Thermoplastic	10,000	NM	\$ 1.20	\$ 12,000.00
c.	8" Solid Yellow Paint	500	LF	\$ 0.43	\$ 215.00
d.	8" Solid White Thermoplastic	1,000	NM	\$ 1.65	\$ 1,650.00
e.	8" Solid Yellow Thermoplastic	1,000	LF	\$ 1.65	\$ 1,650.00
f.	12" Solid White Paint	800	LF	\$ 0.74	\$ 592.00
g.	12" Solid White Thermoplastic	800	LF	\$ 2.30	\$ 1,840.00
h.	18" Solid White Paint	200	LF	\$ 1.42	\$ 284.00
i.	18" Solid White Thermoplastic	200	LF	\$ 3.38	\$ 676.00
j.	24" Solid White Paint	800	LF	\$ 2.03	\$ 1,624.00
k.	24" Solid White Thermoplastic	800	LF	\$ 5.40	\$ 4,320.00
l.	6" Solid Yellow Paint	5,000	NM	\$ 0.35	\$ 1,750.00
m.	6" Solid Yellow Thermoplastic	5,000	NM	\$ 1.20	\$ 6,000.00
n.	18" Solid Yellow Paint	200	LF	\$ 1.42	\$ 284.00
o.	18" Solid Yellow Thermoplastic	200	LF	\$ 3.38	\$ 676.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
<i>p.</i>	2x4 Skips White Paint	3,000	LF	\$ 0.43	\$ 1,290.00
<i>q.</i>	2x4 Skips White Thermoplastic	3,000	LF	\$ 1.26	\$ 3,780.00
<i>r.</i>	6x10 Skips White Paint	3,000	LF	\$ 0.43	\$ 1,290.00
<i>s.</i>	6x10 Skips White Thermoplastic	3,000	LF	\$ 1.26	\$ 3,780.00
<i>t.</i>	10x30 Skips White Paint	1,500	LF	\$ 0.43	\$ 645.00
<i>u.</i>	10x30 Skips White Thermoplastic	1,500	LF	\$ 1.26	\$ 1,890.00
<i>v.</i>	2x4 Skips Yellow Paint	1,000	LF	\$ 0.43	\$ 430.00
<i>w.</i>	2x4 Skips Yellow Thermoplastic	1,000	LF	\$ 1.26	\$ 1,260.00
<i>x.</i>	6x10 Skips Yellow Paint	1,500	LF	\$ 0.43	\$ 645.00
<i>y.</i>	6x10 Skips Yellow Thermoplastic	1,500	LF	\$ 1.26	\$ 1,890.00
<i>z.</i>	Reflective Pavement Markers	400	EA	\$ 5.27	\$ 2,108.00
<i>aa.</i>	Directional Arrows Paint	20	EA	\$ 44.55	\$ 891.00
<i>ab.</i>	Directional Arrows Thermo	20	EA	\$ 78.30	\$ 1,566.00
<i>ac.</i>	Bike Lane Symbol W/Arrows Cold Plastic	30	SETS	\$479.25	\$ 14,377.50
<i>ad.</i>	Pavement Messages Paint	10	EA	\$ 74.25	\$ 742.50
<i>ae.</i>	Reflective Paint - Island Nose-White	4	SY	\$ 24.30	\$ 97.20
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
	CREWS AND EQUIPMENT				
	CONSTRUCTION CREW "A" Includes supervisor, operators, and other skilled tradesmen, and all equipment; including incidental materials and tools necessary for the repair or installation of concrete, PVC, HDEP, or metal pipe at eight (8) feet or less in depth and thirty-six (36) inches in diameter or less.	500	Hr	\$ 350.00	\$ 175,000.00
87.	CONSTRUCTION CREW "B" Includes supervisor, operators, and other skilled tradesmen, and all equipment; including incidental materials and tools necessary for the repair or installation of concrete, PVC, HDEP, or metal pipe at nine (9) feet or less in depth and thirty-six (36) inches in diameter or less.	500	Hr	\$ 350.00	\$ 175,000.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
89.	CONSTRUCTION CREW "C" Includes supervisor, operators, and other skilled tradesmen, and all equipment; including incidental materials and tools necessary for the repair or installation of concrete, PVC, HDEP, or metal pipe at eight (8) feet or less in depth and thirty-six (36) to eighty-four (84) inches in diameter.	500	HR	\$ 450.00	\$ 225,000.00
90.	CONSTRUCTION CREW "D" Includes supervisor, operators, and other skilled tradesmen, and all equipment; including incidental materials and tools necessary for the repair or installation of concrete, PVC, HDEP, or metal pipe at nine (9) feet or less in depth and thirty-six (36) inches to eighty-four (84) inches in diameter.	500	HR	\$ 450.00	\$ 225,000.00
91.	INFILTRATION DRAINAGE CREW Includes supervisor, operators, and other skilled tradesmen, and all equipment, incidental materials and tools necessary.	300	HR	\$ 350.00	\$ 105,000.00
92.	WELLPOINT SYSTEM Includes installing and setting wellpoint, operating and maintaining the points, headers and pumps, supplying fuel and lubrication, monitoring discharge water, and all other related appurtenances or activities necessary for successful and complete wellpoint operation (Up to 150 points)	300	HR	\$ 45.00	\$ 13,500.00
93.	ASPHALT REMOVAL AND RESTORATION Measurement of asphaltic concrete surface course for asphalt restoration will be the actual area of the surface course replaced, in accordance with the requirements of the City, FDOT Roadway and Traffic Design Standards, and any other applicable agencies, codes, and permit requirements.	10,000	SF	\$ 6.00	\$ 60,000.00
94.	DUMP TRUCK (15 - 20 CuYd) Includes operator and fuel for the disposal of concrete, asphalt, base material and soil	200	HR	\$ 70.00	\$ 14,000.00
				SUB-TOTAL:	\$ 3,470,684.20

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	MARK-UP PERCENTAGE	TOTAL
95.	MATERIALS Materials under this section must be billed at cost. Contractor must provide City with a copy of the invoice showing the actual cost paid for the material.	\$50,000	10 %	\$ 5,000.00
GRAND TOTAL – BASE BID PRICE:				\$ 3,475,684.20

NOTES:

- Mobilization (and all other matters related to the installation of said item), erosion and sediment control and MOT shall be included in all unit prices.
- F & I = Furnish & Install.
- Clearing and grubbing and items not noted above will be established on a per project basis.
- N/A shall be written in unit price of no bid is being proposed.

SCHEDULE OF EQUIPMENT AND OPERATOR RATES				
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	
1.	3-Man Crew w/Pickup Truck	Hour	\$ 250.00	per hour
2.	5-Man Crew w/Pickup Truck	Hour	\$ 325.00	per hour
3.	Supervisor	Hour	\$ 80.00	per hour
4.	Foreman	Hour	\$ 75.00	per hour
5.	Welder	Hour	\$ 60.00	per hour
6.	Skilled Laborer	Hour	\$ 60.00	per hour
7.	Day Laborer (Unskilled)	Hour	\$ 30.00	per hour
8.	Gradall	Hour	\$ 150.00	per hour
9.	Skid Loader	Hour	\$ 80.00	per hour
10.	Rubber Tire Backhoe/Loader	Hour	\$ 80.00	per hour
11.	Track backhoe	Hour	\$ 140.00	per hour

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
12.	Dump Truck	Hour	\$ 70.00 per hour
13.	Flatbed w/Tractor	Hour	\$ 90.00 per hour
14.	Flatbed	Hour	\$ 70.00 per hour
15.	Wellpoint System	Hour	\$ 45.00 per hour
16.	Jet Pump	Hour	\$ 45.00 per hour
17.	Hydraulic Submersible Pump	Hour	\$ 50.00 per hour
18.	Welding Machine	Hour	\$ 20.00 per hour
19.	Portable Generator	Hour	\$ 50.00 per hour
20.	Quick Cut Saw	Hour	\$ 20.00 per hour
21.	Asphalt/Concrete Saw	Hour	\$ 30.00 per hour
22.	Steel Wheel Roller	Hour	\$ 65.00 per hour
23.	Plate Tamper	Hour	\$ 25.00 per hour
24.	Chain Saw/debris Clearing Hand Equipment	Hour	\$ 30.00 per hour

NOTE:

1. Equipment rates/hourly rates quoted include operator, maintenance, and fuel. See Section 2.23 for additional information on Hourly Rates.

SCHEDULE OF SUBCONTRACTORS	
ITEM NO.	DISCIPLINE/TRADES
	SUBCONTRACTOR
1.	Concrete Curbing & Sidewalks Pathway Enterprises
2.	Striping Fine-Line Striping
3.	Guardrail Southeast Guardrail
4.	Directional Boring Pellico Engineering
5.	Sod Odum's Sod
6.	
7.	
8.	
9.	

ITEM NO.	DISCIPLINE/TRADES	SUBCONTRACTOR
10.		
11.		
12.		
13.		
14.		
15.		

SCHEDULE OF EQUIPMENT AND MATERIALS		
ITEM NO.	MANUFACTURER	DESCRIPTION
1.	Please see attached Exhibit C -Equipment List	
2.		
3.	Mashmeyer/Cemax	Concrete
4.	JW Cheatham/Ranger	Asphalt
5.	D. S. Eakins Construction Corporation	Recycled Road Base Materials
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		



D.S. EAKINS

CONSTRUCTION CORPORATION



EXHIBIT C

List of Equipment

All of the following equipment is in good to excellent condition.

- 2-Cat 416-C 4x4 Loader/Hoes
- 2-Cat 225 Backhoes
- 1-Cat 231 Backhoe
- 1-Cat 320 CL Excavator w/bucket
- 2-Cat 330 BL Excavators w/bucket
- 1-Cat 336 E Excavator w/bucket
- 1-Komatsu PC 78MR-6 Excavator zero tail swing
- 2-Komatsu PC 138U Excavator zero tail swing
- 1-Komatsu PC 228 -3 Excavator zero tail swing
- 1-Komatsu WA 250 Wheel Loaders
- 1-Komatsu WA 320-6 Wheel Loaders
- 1-Komatsu WA 450-6 Wheel Loaders
- 1-Komatsu WA 480-6 Wheel Loaders
- 2-Komatsu WA 500-6 Wheel Loaders
- 2-Cat 910 Loaders
- 1-Cat 966F Loader
- 4-Cat 966F II Loaders
- 1-Cat D5K Dozer
- 1 Cat 12M Motor Grader
- Ingersoll Rand SD-40D Roller
- Bohmag BW-142D Roller
- Cat CB214E Roller
- Cat CS54B Roller
- 1-Bobcat T-300 Compact Track Loader
- 2-Bobact 753 Skid-Steer
- 2-Thompson 8" WellPoint Pumps
- 4-Thompson 12" Rotary WellPoint Pumps
- 2-Thompson 6" Jet Pumps
- 1-Thompson 6" Centrifugal Pass Pump
- 2-Holland 6" Hydraulic Pumps
- 4-Waker 3" Trash Pumps
- 3-Waker 3" Mud Hogs
- 2-Wacker Reverse Plate Compactor 2955
- 4-Wacker Reverse Plate Compactors 6055
- Custom 22' WellPoint Drill Rig
- Wacker Generator Model G-70

Post Office Box 530185 Lake Park, Florida 33403
Phone: (561) 842-0001 Fax: (561) 842-0009



D.S. EAKINS

CONSTRUCTION CORPORATION



EXHIBIT C

Vehicles and Trucks

- 5-Mack Tri-Axles Dump 70000 GVW 97-07
- 3-Mack Tractors 80000 GVW 01-07
 - 2-Boom Trucks
 - 3-4000 Gallon Water Trucks
 - 4-F350 Ford Crew Trucks
 - 1-Chevy 4500 Crew Truck
 - 6-Pickup Trucks
- 4-32' Trail King Dump Trailers
- 1-9000 Gallon Sewage Trailer
- 3-45' Flat Bed Trailers
 - 1-35 Ton Lowboy
 - 1-50 Ton Lowboy

Miscellaneous Equipment

- Air bags – pipe plugs 4" through 72"
- Sewer by pass plugs 6" through 36"
- Steel sheeting shoring
- Trench boxes shoring
- I Beams for miscellaneous supporting of utilities
 - 5 well point systems
 - 4 Electric dewatering pumps
- 3" Diaphragm pump with 50' discharge hose
 - Laser beams, transits and levels
 - Portable welders
 - Concrete drills and Jack hammers
 - Air Compressor
- Confined space – Four gas and oxygen level monitors
- Underwater (hydraulic) saw for cutting pipe

Post Office Box 530185 Lake Park, Florida 33403
Phone: (561) 842-0001 Fax: (561) 842-0009

**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 October 13, 2014

Addendum #2, Dated October 24, 2014

Addendum #3, Dated October 28, 2014

Addendum #4, Dated November 10, 2014

Addendum #5, Dated November 12, 2014

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

D. S. Eakins Construction Corporation
Firm Name


Signature

Douglas S. Eakins - President
Name and Title (Print or Type)

November 14, 2014
Date



PALM BEACH GARDENS
"A unique place to live, learn, work & play"

CITY OF PALM BEACH GARDENS
PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 1

DATE: October 13, 2014

TO: All Potential Bidders
SOLICITATION NO.: ITB2014-031PW
TITLE: Miscellaneous Public Works Projects
OPENING DATE: Friday, October 31, 2014 @ 3:00PM

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

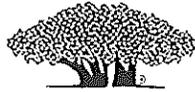
The following questions were received from potential bidders and the responses are provided as shown:

- Question 1:** Is the intention of the City to have the prime contractor quote all items listed?
Response: *Please see Section 2.6, Method of Award: Multiple Vendors by Item.*
- Question 2:** Can you please provide the bid proposal items in excel format.
Response: *Please see attached Pricing Schedule in Excel. Bidders may submit its price offers using the spreadsheet format or the original word processing table in the Invitation to Bid.*
- Question 3:** The contract states that Palm Beach Gardens "MAY" require the awarded contractor to have a performance bond on certain projects but near the end of the bid package is a bond or credit outline are these just samples in case you do require one in the future? As an aside to be very difficult to get a performance bond when the contract states in paragraph 3.1 that there is no promise of work.
Response: *The bond forms are in the ITB as samples, and should not be completed. As per the ITB, a bond may be requested in the future based on the specifics of each subsequent project.*
- Question 4:** Can you please provide a budget or engineers estimate for this project.
Response: *There is no engineer's estimate for this solicitation. This solicitation comprises many projects throughout the year, some planned and some unplanned. The ITB seeks to establish the vendors and prices to be used for those future projects.*

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

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

Attachment



PALM BEACH GARDENS
"A unique place to live, learn, work & play"

**CITY OF PALM BEACH GARDENS
PURCHASING DEPARTMENT**

SOLICITATION ADDENDUM

Addendum No. 2

DATE: October 24, 2014

TO: All Potential Bidders
SOLICITATION NO.: ITB2014-031PW
TITLE: Miscellaneous Public Works Projects
NEW OPENING DATE: Friday, November 14, 2014 @ 3:00PM

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

The Due Date/Opening Date for Bids has been extended to Friday, November 14, 2014 @ 3:00PM.

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

Kmi Ra, CPPO, CPPB, CPSM, C.P.M., CAP-OM
Purchasing and Contracts Director

Question 5: Item 57 – FDOT guard rail with no end treatment has the unit described as feet (FT). Shouldn't the unit be per linear foot (LF)?

Response: Yes, the unit should be changed to Linear Feet (LF) per FDOT index 400.

Question 6: Item 58 – FDOT guard rail with end treatment has the unit described as feet (FT). Shouldn't the unit be per linear foot (LF)? Describe the end treatment due to many types available with wide range of pricing.

Response: Yes, the unit should be changed to Linear Feet (LF) per FDOT index 400.

Question 7: Item #86a – 6" Solid White Paint. Explain the unit measure (NM) described.

Response: The unit should be changed to Linear Feet (LF).

Question 8: Item #86b – 6" Solid White Thermo. Explain the unit of measure (NM) described.

Response: The unit should be changed to Linear Feet (LF).

Question 9: Item #86d – 8" Solid White Thermo. Explain the unit of measure (NM) described.

Response: The unit should be changed to Linear Feet (LF).

Question 10: Item #86l – 6" Solid Yellow Paint. Explain the unit of measure (NM) described.

Response: The unit should be changed to Linear Feet (LF).

Question 11: Item #86m – 6" Solid Yellow Thermo. Explain the unit of measure (NM) described.

Response: The unit should be changed to Linear Feet (LF).

Question 12: Item #95 – Material's Markup. Provide better description for unit price from quantity and unit of measure. Are we providing a percentage of what quantity for example?

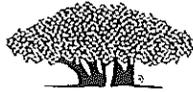
Response: The materials mark up includes materials that are not listed under this contract but may be required to complete similar type work valued up to \$50,000. The mark up provides for payment to the contractor for ordering and handling the required materials to complete a specific job the City may need. An example would be if the City has an irrigation pump station that the intake pipe collapsed and burnt out the motor. The City would pay unit prices for the intake line replacement but may want the contractor to buy and replace the motor as well. The City would pay the price of the motor and the percentage mark up specified in this line item for handling the item and the hourly rate to install the motor.

Please see attached Revised Pricing Schedule – 2nd Revision, with the above revisions.

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

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

Attachment



PALM BEACH GARDENS
"A unique place to live, learn, work & play"

CITY OF PALM BEACH GARDENS
PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 3

DATE: October 28, 2014

TO: All Potential Bidders
SOLICITATION NO.: ITB2014-031PW
TITLE: Miscellaneous Public Works Projects
NEW OPENING DATE: Friday, November 14, 2014 @ 3:00PM

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

The following questions were received from potential bidders and the responses are provided as shown:

Question 1: Page 1 - Item #17 - Aluminum Handrails. Can you give an FDOT index # i.e. Index 862, Or Index 822 etc?

Response: Please use FDOT Standard Index 862 – 42" Pedestrian/Bicycle Railing.

Question 2: Page3 Item #57 & 58 - Guardrail * Guardrail with end treatment. What type of guardrail is this - an FDOT Index # would help.

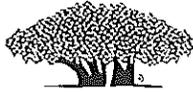
Response: Please use FDOT Index FODT Standard Index 400 for the guard rail.

Question 3: Item 13 – Furnish and Install 6" stamped concrete with wire. Shouldn't description say "Furnish and Install 6" stamped concrete without wire" since item 12 has with wire already?

Response: In Item 13 should read "WITHOUT wire" as shown in the ITB. The error is on the Revised Pricing Schedule and occurred when the information was transposed to Excel format at the request of a potential bidder. The Revised Pricing Schedule DOES NOT supersede the descriptions in Schedule in the ITB, except as may be amended in an addendum. It is only provided in the Excel format to assist bidders who wish to submit the information in that manner.

Question 4: Item 16 – Furnish and Install ADA-compliant detectable surface has the unit described as linear foot (LF). Shouldn't the unit be per square foot (SF)?

Response: Yes, the Unit price should read Square Feet (SF).



PALM BEACH GARDENS
"A unique place to live, learn, work & play"

**CITY OF PALM BEACH GARDENS
PURCHASING DEPARTMENT**

SOLICITATION ADDENDUM

Addendum No. 4

DATE: November 10, 2014

TO: All Potential Bidders
SOLICITATION NO.: ITB2014-031PW
TITLE: Miscellaneous Public Works Projects
BID OPENING DATE: Friday, November 14, 2014 @ 3:00PM

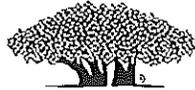
This Addendum is and does become a part of the above-mentioned Solicitation.

The following questions were received from potential bidders and the responses are provided as shown:

- 1) Question 1: Should items 88 & 90 read "...nine (9) feet or more in depth..." rather than "less?"
Response: *Items 88 and 90 should read: "...nine (9) feet or MORE in depth..."*

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

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



PALM BEACH GARDENS
"A unique place to live, learn, work & play"

CITY OF PALM BEACH GARDENS
PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 5

DATE: November 12, 2014

TO: All Potential Bidders
SOLICITATION NO.: ITB2014-031PW
TITLE: Miscellaneous Public Works Projects
BID OPENING DATE: Friday, November 14, 2014 @ 3:00PM

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

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

Question 1: I am not sure what the meaning of the "PROMPT PAYMENT TERMS _____% _____ DAYS NET _____ DAYS" in section 6 page 37, and while filling in line items the contractor is not bidding on what should the space be filled in with?

Response: *You only need to complete this section if you are offering the City a discount for paying early.*

Question 2: For the items not being bid on are we supposed to write no bid or put a dash or a 0?

Response: You should write "No Bid".

Question 3: On the new pricing schedule is there no extended value?, as an example 200 units of something at \$2.00 per unit extended to \$ 400.00? Do we only give the unit price?

Response: *You should write the unit price, as shown in the Invitation to Bid. As stated in previous addenda, the Excel version was provided to facilitate easier completion at the request of a potential bidder.*

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

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

**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 City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

D. S. Eakins Construction Corporation

Street Address:

1481 Kinetic Road Lake Park, FL 33403

Mailing Address (if different than Street Address):

P.O. Box 530185 Lake Park, FL 33403

Telephone Number(s): 561-842-0001

Fax Number(s): 561-842-0009

Email Address: doug@dseakins.com

Federal Employer Identification Number: 59-1691997

Prompt Payment Terms: 0 % 0 days' net 30 days

Signature: 

(Signature of authorized agent)

Print Name: Douglas S. Eakins

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. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE CITY 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 BOND 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 City 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. Non-Collusion Affidavit
- e. Performance Bond (IF REQUIRED, WILL BE REQUESTED FROM BIDDER RECOMMENDED FOR AWARD)
- f. Letter of Credit (IF REQUIRED, WILL BE REQUESTED FROM BIDDER RECOMMENDED FOR AWARD)

(The remainder of this page is intentionally left blank.)

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 City of Palm Beach Gardens.

Furthermore, all bidders must disclose the name of any City 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 City 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 City 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 due to any other Cities, Counties, contracts, or property interest for this bid.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this bid.

Acknowledged by:

D. S. Eakins Construction Corporation
Firm Name


Signature

Douglas S. Eakins - President
Name and Title (Print or Type)

November 14, 2014
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 [F.S.] 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:

D. S. Eakins Construction Corporation

Firm Name



Signature

Douglas S. Eakins - President

Name and Title (Print or Type)

November 14, 2014

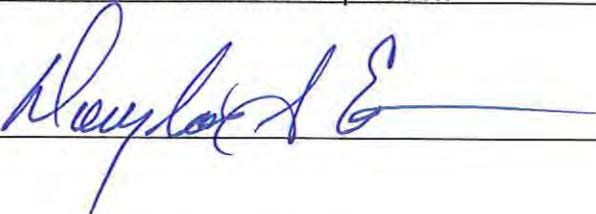
Date

DRUG-FREE WORKPLACE

D. S. Eakins Construction Corporation 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:

D. S. Eakins Construction Corporation
Firm Name


Signature

Douglas S. Eakins - President
Name and Title (Print or Type)

November 14, 2014
Date

NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

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

a. He/She is President of D. S. Eakins Constr. Corp., the bidder that has submitted a bid to perform work for the following:

ITB No.: ITB2014-031PW Title: President

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.

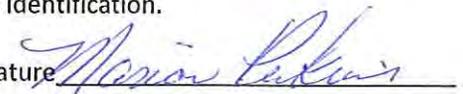
c. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham 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 City 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 14th day of November 2014 ~~2013~~ by Douglas S. Eakins, 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: _____





PALM BEACH
Gardens

CITY OF PALM BEACH GARDENS
10500 North Military Trail
Palm Beach Gardens, FL 33410

**AMENDMENT NO. 1
TO AGREEMENT
FOR
MISCELLANEOUS PUBLIC WORKS PROJECTS**

AGREEMENT NO. ITB2014-031PW (B)

THIS AMENDMENT NO. 1 is made and entered into this 7th day of December, 2017 (the "effective date") by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (hereinafter referred to as the "City"), whose address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **D.S. Eakins Construction Corporation**, a Florida corporation (hereinafter referred to as the "Contractor"), whose principal address is 1481 Kinetic Road, Lake Park, Florida 33403, with a mailing address of PO Box 530185, Lake Park, Florida 33403.

WHEREAS, the City executed an Agreement on January 8, 2015, with the Contractor, under Invitation to Bid No. ITB2014-031PW, Miscellaneous Public Works Projects; and

WHEREAS, the Agreement expires on January 31, 2018, with the option to renew for an additional three years; and

WHEREAS, the City and the Contractor have mutually agreed to renew the Agreement for an additional three years.

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

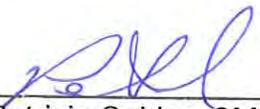
1. The Agreement is renewed for an additional three years effective February 1, 2018, and shall expire January 31, 2021.
2. All terms, covenants, and conditions of the Agreement and any addenda, modifications, or amendments thereto shall remain in full force and effect, except to the extent herein amended.
3. The City's estimated expenditure under this Agreement, inclusive of all projects under the Contract, shall be Ten Million Dollars (\$10,000,000).

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement on the date hereinabove first written.

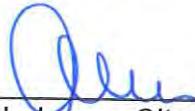
CITY OF PALM BEACH GARDENS, FLORIDA

By: 
Maria G. Marino, Mayor

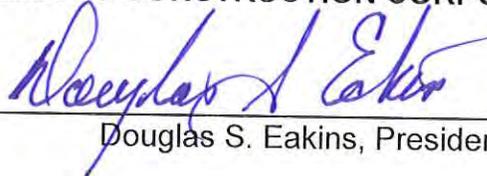
ATTEST:

By: 
Patricia Snider, CMC, City Clerk

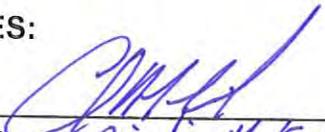
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

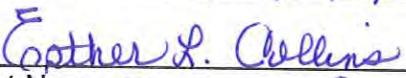
By: 
R. Max Lohman, City Attorney
for Abigail Forrester Jorandby

D.S. EAKINS CONSTRUCTION CORPORATION

By: 
Douglas S. Eakins, President

WITNESSES:

By: 
Print Name: Cindi M. Fried

By: 
Print Name: ESTHER L. COLLINS

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Steven J. Hallock, Director of Public Works

DATE: January 23, 2020

SUBJECT: **RESOLUTION – Approval of emergency repairs to the Library roof mansard by Commercial Roof Maintenance Systems, LLC at a total cost of \$32,812.78.**

Water was discovered trapped around the Library roof mansard causing concern over water intrusion and mold growth in the building. To avoid additional damage and possible mold exposure to employees and patrons, Staff considered it an emergency repair and contacted Commercial Roof Maintenance Systems to provide a repair proposal with the understanding they must start work immediately. The repair proposal was not a lump sum and was based on man hours plus materials since there was no way of knowing the project scope until the roof was opened up. At that time, Staff expected the cost not to exceed \$25,000. Per the Village's Purchasing Policy: *"Emergency purchases of more than \$2,500 and up to \$25,000, mark invoice "EMERGENCY PURCHASE", and contact the Village Manager for approval, subject to confirmation by the Village Council."*

The Library roof sealing was completed on January 11, 2020, and on January 13, 2020, Staff received an invoice from Commercial Roof Maintenance Systems in the amount of \$30,712.78 to complete the sealing. Per the Village's Purchasing Policy: *"Emergency purchases over \$25,000 are not to be made without the approval of the Village Council."* The attached Resolution provides Village Council approval.

To complete the repair project, the contractor provided a lump sum proposal of \$2,100 to install new tile to replace the tiles that could not be reused. The tile was delivered and installed the week of January 13, 2020, and the project is now complete at a total cost of \$32,812.78.

The warranty company and insurance company have been notified and Staff is investigating reimbursement. Staff may also seek reimbursement from the original installer, Meade Construction, Inc., due to concerns over the original installation.

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

Account Information:

Fund	Department	Account	Description	Amount
General Fund	Public Works/ Facilities	A5519-34620	R&M Building & Grounds	\$32,812.78

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving emergency repairs to the Library roof mansard by Commercial Roof Maintenance Systems, LLC at a total cost of \$32,812.78, with funds expended from Account No. A5519-34620 (Public Works – R & M Building & Grounds), in accordance with Village policies and procedures.

RESOLUTION 2020-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AND RATIFYING EMERGENCY REPAIRS TO THE VILLAGE LIBRARY ROOF MANSARD BY COMMERCIAL ROOF MAINTENANCE SYSTEMS, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff discovered water trapped around the Village Library roof mansard, causing concern over water intrusion and mold growth in the building; and

WHEREAS, in order to avoid additional damage and possible mold exposure to Village employees and Library patrons, the Village retained Commercial Roof Maintenance Systems, LLC to effectuate emergency repairs to the roof; and

WHEREAS, in accordance with the Village's purchasing policies and procedures, emergency purchases exceeding \$25,000.00 require Village Council approval; and

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

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

Section 1. The foregoing "whereas" clauses are hereby ratified and incorporated herein.

Section 2. The Village Council hereby approves and ratifies the expenditure of funds for emergency repairs to the Village Library roof mansard by Commercial Roof Maintenance Systems, LLC at a total cost of \$32,812.78, with funds expended from Account No. A5519-34620 (Public Works/Facilities – R &M Buildings and Grounds).

Section 3. This Resolution shall take effect retroactive to January 8, 2020.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

Dennis/ NPB Building Dept	
Street:	420 US 1
City:	NPB
State:	Florida 33408
Phone:	561-644-5311

Work to Be Performed At:

303 Village Hall			
		Library	
City:	NPB	State	FL 33408
		Invoice 141	

Scope of Work:

Furnish materials and labor to repair the damaged TPO Approximately 340 LF

Man Hours

Wednesday 1/8 -89
 Thursday 1/9 - 96.5
 Friday 1/10- 72
 Saturday 1/11 72

Total man hours—329.5 =	\$21,417.50
Seaman Corporation Material	\$5089.50
Hertz rental Lull	\$1653.32
Materials Underlayment, bull, etc.	\$1,966.02
Home Depot misc.	\$186.44
Garbage Dumpster	\$400.00
Total Due	\$30,712.78

All material will be as specified, and the above work will be performed in accordance with any drawings and specifications submitted for above work and will be completed in a substantial workmanlike manner for the sum of

This estimate will be a time and material bid. All workers will be a charge of \$65.00 per man hour plus material. All receipts for material will be submitted without mark up. All man hours will be recorded and submitted for billing.

Amount due \$30,712.78

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written

Respectfully submitted by Commercial Roof maintenance Systems LLC

orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary Insurance upon above work. Workmen's Compensation and General Liability Insurance on above work to be taken out by CRMS .

By: | 01/13/2020

Dated:

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Date:

Name & Title



Seaman Corporation

Innovative Customer Solutions through Fiber and Polymer Technology

Sales Acknowledgement Report

1000 VENTURE BLVD., WOOSTER, OHIO 44691
TELEPHONE (330)262-1111, FAX (330)263-6950

Sales Order Number	152190	Order Date	09-JAN-20	Customer PO		Sales Person			
Job Name	NPB Library repairs								
Sold To	SEAMAN CORP. FIBERTITE SALES 1000 Venture Blvd Wooster, OH 44691 United States	Ship To	SEAMAN CORP. FIBERTITE SALES 8937 NEW Hope Court c/o Oasis Consulting Design Royal Palm Beach, FL 33411 US					Freight Carrier	BESTWAY
Deliver To									

Quantity Ordered	Item Number	Item Description	UOM	Customer Item Number	Scheduled Ship Date	Selling Price	Tax	Extended Price
2466.67	85522040A74R	8552 FTR/SM DC196/247 74R NOM 60 MIL SM OFFWHITE 74"X80'	FT2		09-JAN-20	1.321784	228.23	3,260.40
4	105M	190E BONDING ADHESIVE	PL		09-JAN-20	195.00	54.60	780.00
5	FTRSEAMCLEA NER	FIBERTITE SEAM CLEANER, 1 GAL CANS, 2 PER CASE	CSE		09-JAN-20	40.00	14.00	200.00
1	FTR-TJOINT-O W	T-JOINT COVER, OFF WHITE, 100 PC	EA		09-JAN-20	89.25	6.25	89.25
400	109	TERM BAR, 1/8"X1"X10", 500 LFT	LFT		09-JAN-20	0.80	22.40	320.00

Line Charge Total	4,649.65
Tax Total	325.48
Other Charges	0.00
Tariff Charges	114.11
Order Total	5,089.24

Please check your specifications closely. QUANTITY TOLERANCE - Plus or minus 10% on stock items, 15% on special items.



CUSTOMER COPY ORIGINAL INVOICE



Res/Quote Number:

1/13/20

Invoice Number: 31236346-001

PAYMENT TERMS ARE DUE UPON RECEIPT LATE CHARGES MAY APPLY Customer is responsible for FUEL, FLATS, DAMAGE and CLEANUP FEES.

AMOUNT DUE: \$ 1653.32

AMOUNT ENCLOSED: \$ _____

COMMERCIAL ROOF MAINTENANCE SY 815 NW FLAGLER AVE STUART, FL 34994

CUSTOMER NUMBER: 2989935

MAIL PAYMENT TO: HERC RENTALS INC. PO BOX 936257 ATLANTA, GA 31193

To insure accurate and timely posting, detach and send top portion with your payment

RENTED FROM: HERC RENTALS (351) 3849 WEST BLUE HERON BLVD. RIVIERA BEACH, FL 33404 Ph: 561-848-4336 Fax: 561-848-2761

SHIPPING ADDRESS: LIBRARY 303 VILLAGE RD NORTH PALM BEACH, FL 334083329

RENTAL DAYS: 4 INVOICE FROM DATE: 1/09/20 7:31 INVOICE THRU DATE: 1/13/20 8:15

PO# : JOB NUMBER : 1 - LIBRARY RENTAL START DATE: 1/09/20 7:30 DELIVERED BY: RYAN R. ORDERED BY: STEVEN SIGNED BY: WET SIGNATURE SALES REP: RAUL MOLINA CLOSED BY: JOSHUA WHITSETT

Table with 4 columns: Original, Adjustments, Total. Rows include RENTAL CHARGES, OTHER CHARGES, RPP 15% of Rent Chgs, DELIVERY/PICK UP, TAXABLE CHARGES, TAX, TOTAL CHARGES, and NET DUE.

Table with 8 columns: QTY, EQUIPMENT #, HRS/, MIN, HOUR, DAY, WEEK, 4 WEEK, AMOUNT. Includes items like TELEHANDLER 6000LB 34-36FT LIFT ROPS and FORKLIFT ATTACHMENT BIN DUMPER 2YD.

T
O
OASIS CONSULTING DESIGN LLC
8937 NEW HOPE COURT
ROYAL PALM BEACH, FL 33411

Telephone: 561-420-1715

F
R
O
M
PALM BEACH BRANCH
ALLIED BUILDING PRODUCTS
4281 WESTROADS DR
RIVIERA BEACH, FL 33407-1238

Telephone: 561-863-9899

Q U O T A T I O N Bid expires on 02/07/20

1/08/20 Bid#/Cust#: 6971032/520233 JEFF

Page 1

Line	Quantity	Sell Per	Description	Net Price	Price Per	Extended Price
10	5	RL	TRI S/A HT TU UNDERLAY 39"X66'	94.0000	RL	470.00
20	1	RL	PRI POLY 4MIL 20X100 CLEAR	78.0000	RL	78.00
30	1	EA	ICP FOAM ROOF TILE ADH RTA-1 CY 62480880202 RTA-1 SINGLE COMPONENT ROOF TILE ADHESIVE 23LB CYLINDER 1/CASE	198.0000	EA	198.00
40	1	KIT	ICP FOAM ROOF TILE ADH PRPK 100 62481389302 2-COMPONENT FOAM ROOF TILE ADHESIVE AH-160 PROPAK 100 KIT	895.0000	KIT	895.00
50	1	RL	GHO COTTON FABRIC 470 6"X150' AP-4706 APOC	14.3300	RL	14.33
60	3	5GL	POL MODIFIED CEMENT PG500 5GAL	42.0000	5GL	126.00
			Other Charges			
			Fuel Surcharge			60.00
			Other Charges Total:			60.00
Subtotal:						1,841.33
Tax:						124.69
Bid Total:						1,966.02

THIS BID DOES NOT INCLUDE FUEL SURCHARGES, WHICH MAY BE ADDED TO THE COST OF MATERIALS LISTED ABOVE. THESE CHARGES ORIGINATE WITH OUR VENDOR'S CARRIERS AND ARE BASED UPON THE NATIONAL AVERAGE DIESEL FUEL PRICE AS REPORTED BY THE DEPARTMENT OF ENERGY. THE DOE REVIEWS THESE COSTS AND RESULTING FUEL



**More saving.
More doing.SM**

3860 NORTH LAKE BOULEVARD (561) 627-9555
PALM BEACH GARDENS, FLORIDA 33403

0062 78345 01/08/20 10:04 AM
CHECKOUT

02310 TRUFUEL40:1G <A> 19.97
FUEL 40:1 110 OZ

SUBTOTAL 19.97
SALES TAX 1.40
TOTAL \$21.37

XXXXXXXX1295 DEBIT USD\$ 21.37

JDE 430874
J00000042203 US DEBIT



220 62 78345 01/08/2020 7161

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
1 90 04/07/2020

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 157199 157041
PASSWORD: 20058 156979

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



**More saving.
More doing.SM**

3860 NORTH LAKE BOULEVARD (561) 627-9555
PALM BEACH GARDENS, FLORIDA 33403

0220 00011 75439 01/11/20 10:44 AM
SELF CHECKOUT

092097214224 TEKS ROOFING <A> 36.48
TEKS ROOFING 12X1-1/2 DRILL. 300PC

SUBTOTAL 36.48
SALES TAX 2.56
TOTAL \$39.04

XXXXXXXXXXXX1295 DEBIT USD\$ 39.04

AUTH CODE 331775
AID A0000000042203 US DEBIT



0220 11 75439 01/11/2020 0205

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 04/10/2020

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 151387 151178
PASSWORD: 20061 151167

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



**More saving.
More doing.SM**

3860 NORTH LAKE BOULEVARD (561) 627-9555
PALM BEACH GARDENS, FLORIDA 33403

0220 00062 83451 01/10/20 07:37 AM
SELF CHECKOUT

044600311623 CDW 4X75 <A> 12.88
CLOROX DISINFECTING WIPES 4X75
019736001144 HDXTTWL40PK <A> 13.97
40 PACK TERRY TOWELS - 14X14 190Z
073257132428 TRASH BAGS <A> 17.97
HUSKY 42G CONTRACTOR TRASHBAG 32PK
092097214224 TEKS ROOFING <A>
TEKS ROOFING 12X1-1/2 DRILL. 300PC
2036.48 72.96

SUBTOTAL 117.78
SALES TAX 8.25
TOTAL \$126.03

XXXXXXXXXXXX1295 DEBIT USD\$ 126.03

AUTH CODE 932527
AID A0000000042203 US DEBIT



0220 62 83451 01/10/2020 0570

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 04/09/2020

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 167411 167253
PASSWORD: 20060 167191

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

CHASE *for* BUSINESS

Printed from Chase for Business

CREDIT CARD (...2428)

\$400.00

Sale

Jan 9, 2020
Transaction date

BIN THERE DUMP THAT
(561) 337-9095

Jan 10, 2020
Posted date

Description BIN THERE DUMP THAT
 Also known as BIN THERE DUMP THAT
 Card number (...2428)
 Category Miscellaneous
 Memo Dumpster for NPB

Transaction details may be preliminary or incomplete and may not match the transaction as it appears on your periodic statement, which is the official record of your account activity.



Commercial Roof Maintenance
Systems

PHOTO DOCUMENTED ROOF EVALUATION

303 Village Hall Library

January 9, 2020



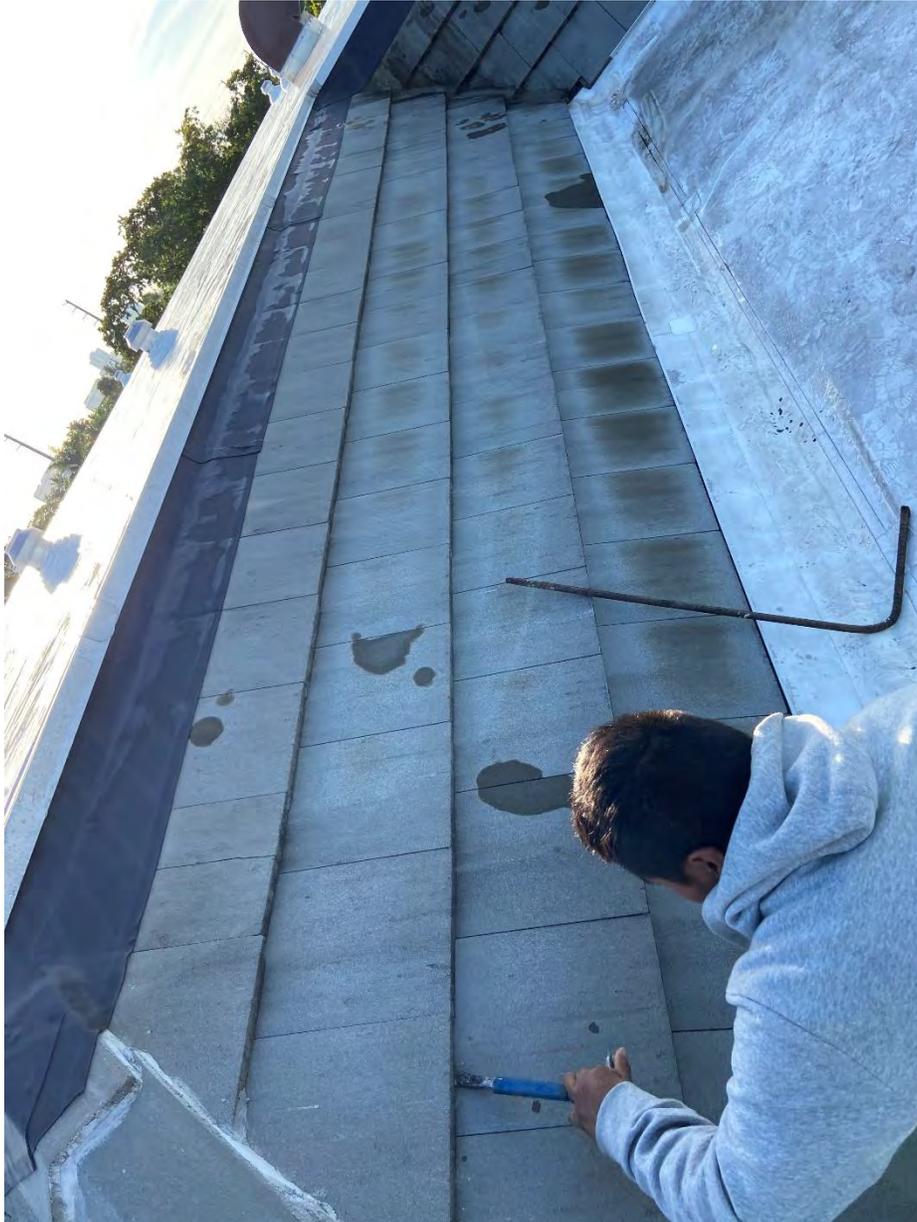
Commercial Roof Maintenance
Systems



Water trapped behind the existing membrane. The TUP peel and stick is soaked.



Commercial Roof Maintenance
Systems



Removing two layers of existing tile to exam water infiltration



Commercial Roof Maintenance
Systems



Water trapped



Commercial Roof Maintenance
Systems



Wood installed not to code fastened through the face of the wood as well as the underlayment.



Commercial Roof Maintenance
Systems



Underlayment improperly installed



Commercial Roof Maintenance
Systems



Edge metal installed you can see the face nail and the rust of the screw and washer from water infiltration.



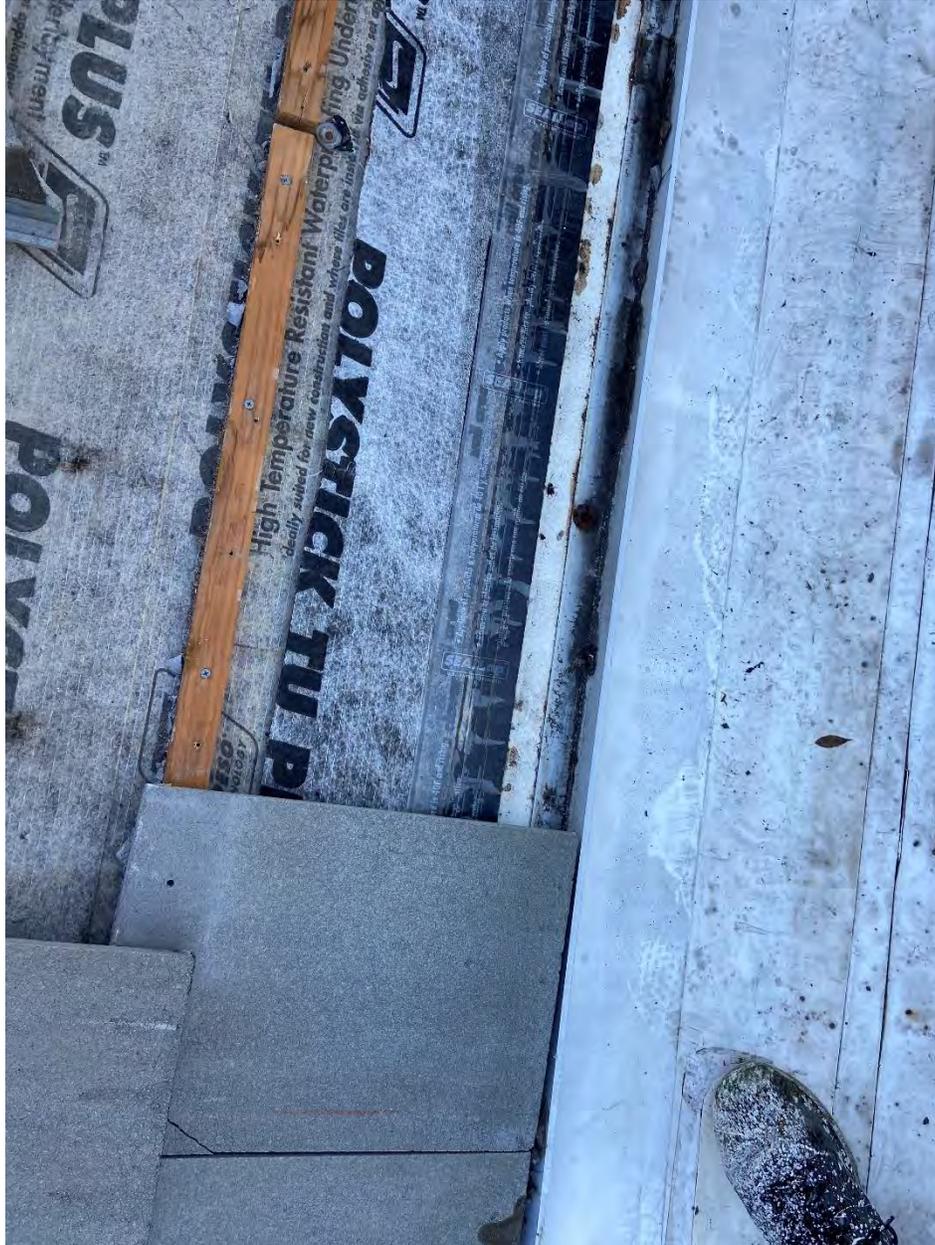
Commercial Roof Maintenance
Systems



Water running behind the loose laid TPO



Commercial Roof Maintenance Systems



Poor drainage



Commercial Roof Maintenance
Systems





Commercial Roof Maintenance
Systems



Screw installed the face of the TPO



Commercial Roof Maintenance
Systems



Underlap installed wrong causing water infiltration



Commercial Roof Maintenance
Systems



Water soaked and damaged underlayment



Commercial Roof Maintenance
Systems



Trapped water



Commercial Roof Maintenance Systems



Corner face nailed and no tar installed



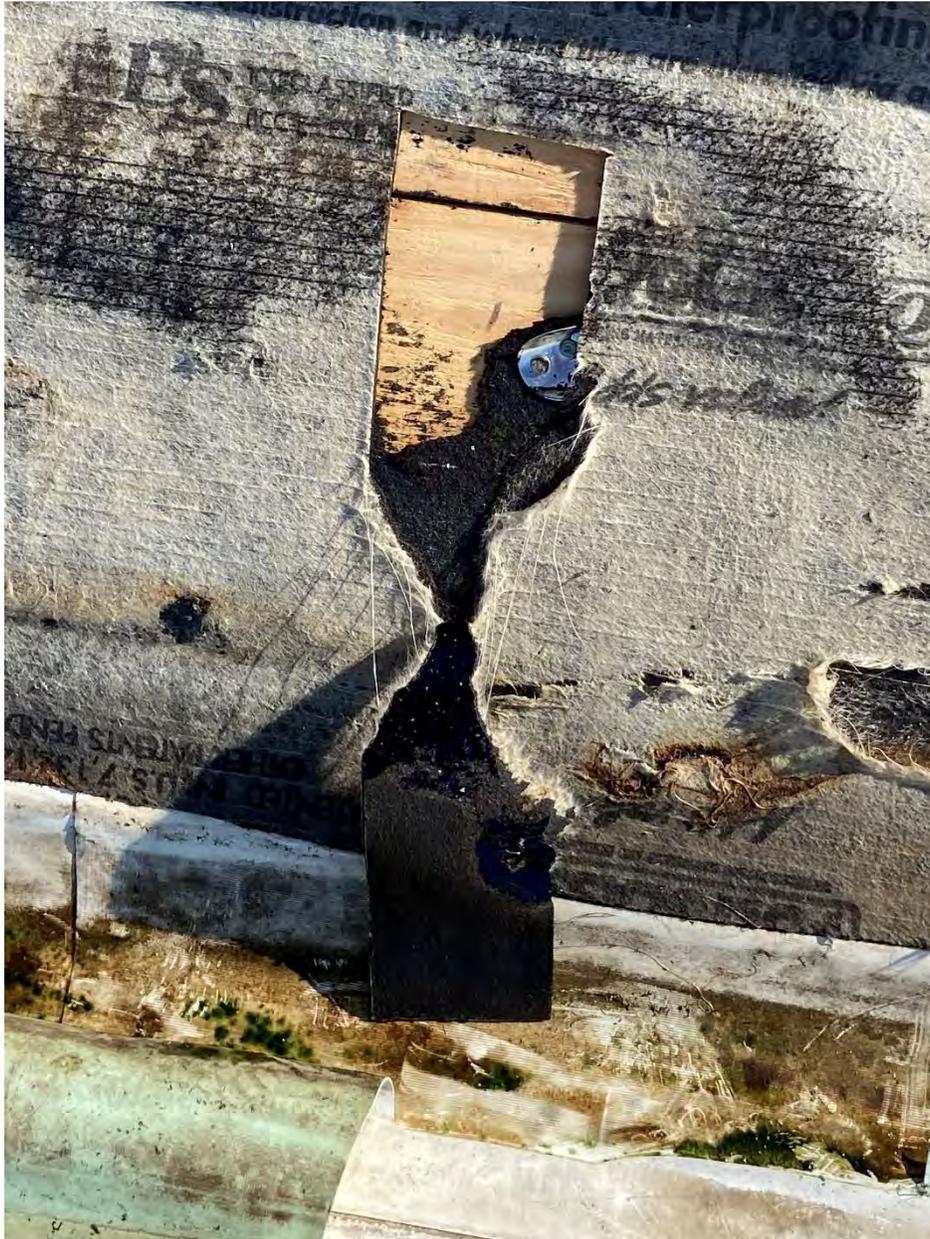
Commercial Roof Maintenance
Systems



Secure rock installed wrong



Commercial Roof Maintenance
Systems



Water soaked underlayment



Commercial Roof Maintenance
Systems





Commercial Roof Maintenance
Systems

PHOTO DOCUMENTED ROOF EVALUATION

303 Village Hall Library

January 10, 2020



Commercial Roof Maintenance
Systems



Relieving trapped water



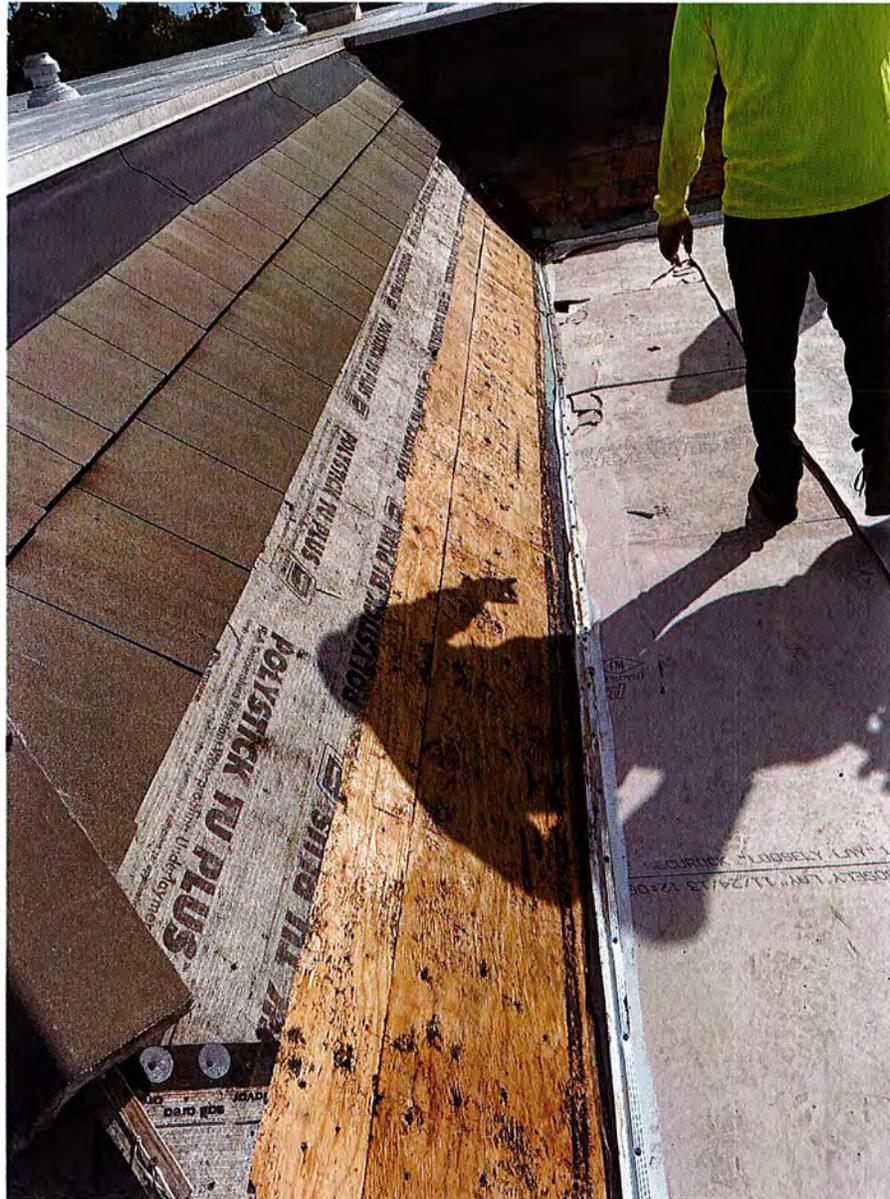
Commercial Roof Maintenance
Systems



All tile is removed from the roof. As you can see the roof is clean



Commercial Roof Maintenance
Systems



The roof is prepped down to the existing plywood. This section is ready for install



Commercial Roof Maintenance
Systems



We covered the roof expecting some rain

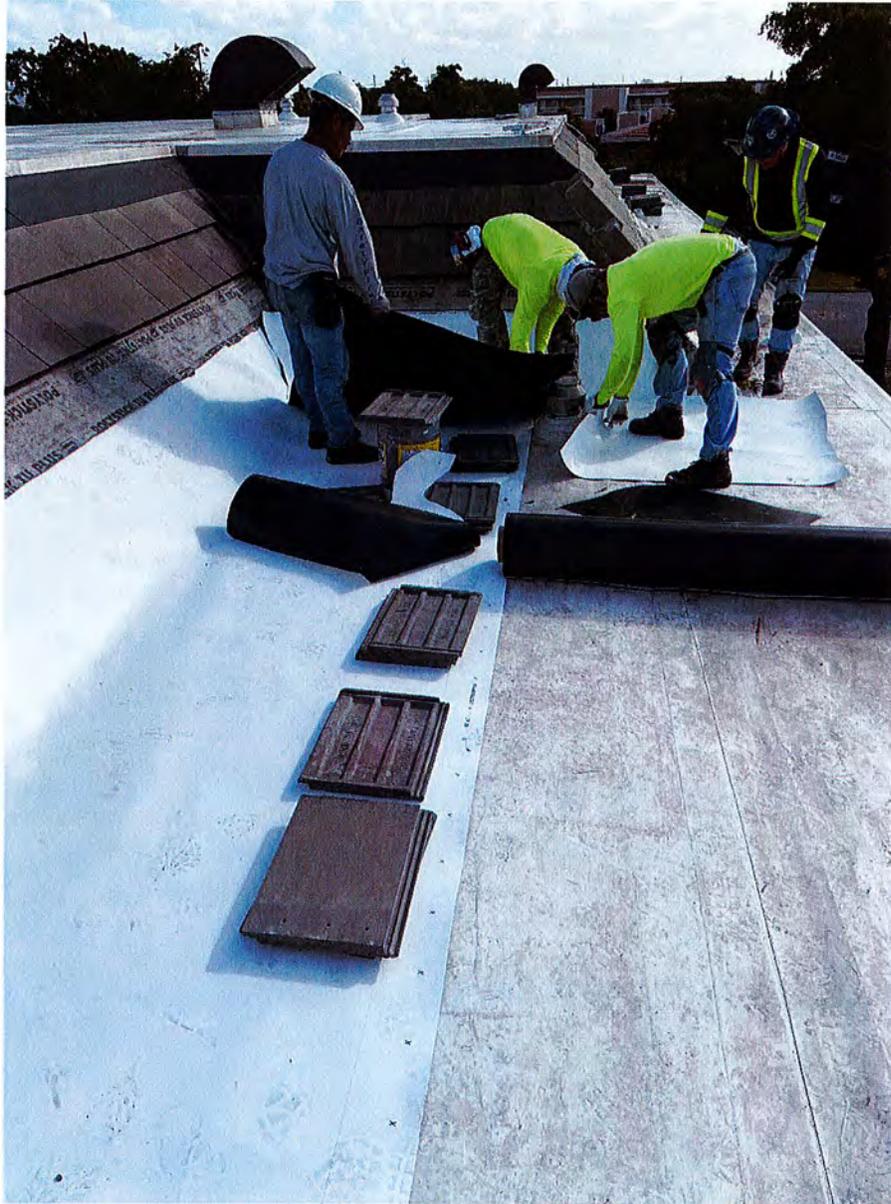


Commercial Roof Maintenance
Systems





Commercial Roof Maintenance
Systems



Andy Lukasik, Village Manager

Began employment March 27, 2017

Evaluation should have been conducted on anniversary in 2018 and 2019.

Next evaluation would take place in April 2020 per contract.

- Management Team/Department Heads
 - Rebuilt the team's morale and trust in the manager's office.
 - Keeping Staff (and Council) informed through weekly meetings and the Weekly Update.
 - Identified and selected new management team members resulting from vacancies (Steve and Renee), retirement (Russ) and resignations (Jeremy and Allan). Also identified and hired Beth for the new Country Club GM position and Ed for Communications.
 - Community Development is essentially rebuilt, stable and functioning significantly better with changes. Significant staffing changes in Building and Planning. Kept functioning with contractual assistance during the rebuild.
 - Golf selection added experience and professionalism that we were lacking. Used SF PGA at no cost to assist with the search.
 - Recreation will be the next department to enhance. Since Russ' employment, park maintenance and capital planning have improved. Programming is increasing (soccer, baseball, volleyball, kids' athletics). Continue to work on staff training/development and introducing more athletic programming.
- Miscellaneous Personnel and Operational Matters
 - Replaced poorly performing Supervisors. Ultimately led to changes that resulted in efficiency improvements.
 - Found more efficient routing for sanitation – completing routes on time.
 - Lifeguards deployed to assist with pool and deck area cleaning.
 - Street crew deployment changed to tackle multiple tasks as opposed to concentrating resources on one project at a time.
 - Requiring preventative maintenance checks on facilities.
 - Greater monitoring of contractors (ex landscaping) to improve service delivery.
 - Greater use of contractors as opposed to hiring staff – avoiding replacement of an Irrigation Tech through the use of contractors.
 - Union Contracts
 - Complex pension analysis for PD and FR
 - Impasse with IAFF ultimately settled
 - Completed PBA and FPE contracts (new FPE contract is almost completed for Council consideration).
 - Salary compensation schedule for the organization
 - Created the Health Insurance Team to solicit input from employees on health issues.
- Introduced Strategic Planning process
 - Prioritize current initiatives
 - Prepare for issues that are on the horizon
 - Communication tool for the organization and the community
- Community Center
 - Athletic field conditions – addressed in July 2017.
 - Moved to the use of better qualified Bermuda turf maintenance company.

- Anchorage Park – overcame a fragmented project and inadequate budget to repair/better maintain the facilities and grounds
 - Irrigation and grass issues. Combined well and potable water for water quality. Revamped the irrigation system to produce enough water.
 - Seawall engineering, bid and construction.
 - Floating dock engineering, bid, construction and installation.
 - Dog park. Repairing/repaired damaged gates and fence sections. Restoring grass. Replacing damaged fountains and furniture.
 - Budget issues – shifted infrastructure tax monies to address budget shortfalls.
 - Overall, park aesthetics have been enhanced.

- Citizen Engagement and Policy Development/Implementation
 - Lakeside Park
 - Addressed the policy question related to the “residents only” suggestion
 - Worked with Russ and residents to establish the informal “Friends of Lakeside Park” group. Collaborating to address resident issues: parking, security (introduced fencing, signage and plans for additional cameras) and maintenance (dune maintenance).
 - Boat/RV Ordinance
 - Met with Working Group in May 2017
 - Developed suggested changes for Council consideration and adoption
 - Fence Height, Seawall issue – worked with staff to expedite analysis/recommendations on these resident generated code issues.
 - Yacht Mooring issue
 - Addressed code interpretation brought by residents in summer 2017
 - Met with residents and yacht owner to communicate Village position
 - Feral Cats, Iguanas, Katz/DeLuca code/shrub issues, light/noise at the club

- Introduced NET concept in the summer of 2017. Still evolving, but PD focus has allowed the Village to address potential public safety threats early on.
 - House painting, yard clean ups, home demolition

- US1/Prosperity Farms Road (Master Plan Initiative) Bridges
 - RFQ to select design team
 - Work with FDOT/PBC on project timing and scope
 - Initial resident workshop to review design concepts

- Budget
 - Established and implemented a funded Capital Improvement Plan
 - Lighthouse Bridge Repairs
 - Sidewalk repairs (introduced saw cutting)
 - Cancelled the Anchorage Drive bike lane project – no funding and low priority
 - Resurfacing projects. Now, working on alternative methods to better prevent reflective cracking.
 - Earman Pump Station repairs.
 - Stormwater repairs (ex Pepperwood)
 - Public safety and public works vehicle replacements
 - Established the Infrastructure Surtax Committee

- General Fund – maintained expenditures within budgeted limits. Began replenishment of fund balance at the end of the last fiscal year. Audit Committee Chair commented on the quality of the FY2019-20 budget.
- Country Club Clubhouse
 - Surplus equipment sale
 - Restaurant selection process (RFQ/networking) following Luger Steakhouse issue (July 2017)
 - Redesign of clubhouse following restaurant decision.
 - Selection of Gaudet for the team (May 2017)
 - Budget issues. CM at Risk from hard bid. Weitz selection (January 2018)
 - Farewell event on April 28, 2018
 - Restaurant Interviews with Council in May 2018 – The Bistro
 - Demolition of building in June 2018. Construction began in earnest in August 2018
 - Broker meeting – for FT – in November 2018
 - Tennis issues
- Golf Course
 - Initiated restoration in April 2018. Casey left in July 2018.
 - Opened in late January 2018 (range opened in mid-January).
- Code Rewrite – Master Plan initiative
 - Zoning in progress in May 2017
 - Dover Kohl selection (November 2017)
 - Initial workshops in April 2018
 - Hearings will begin in February/March 2020
 - Coordination with Lake Park on Twin City Mall site
- US1 Lane Repurposing – Master Plan initiative
 - TCRPC contract to assist with evaluation
 - Completed traffic analysis
 - Established and convened committee to assist with community outreach
 - Delayed public policy discussion until end of 2020.
- Stormwater Fee – Master Plan initiative
 - Hazen Sawyer selection
 - Initial study being completed
- Hurricane Preparation.
 - Irma - 2017
 - Dorian - 2019



**VILLAGE OF NORTH PALM BEACH
PERFORMANCE EVALUATION
VILLAGE MANAGER**

NAME (LAST, FIRST, MI)	TOTAL POINTS
-------------------------------	---------------------

EVALUATION PERIOD: _____ TO: _____ DATE OF REVIEW: _____

Instructions: Award the score which most closely matches the performance demonstrated by the Village Manager during the evaluation period. A comments section has also been provided to allow for specific feedback or justification.

1. BUDGET AND COST CONTROL	
<p>Achieves the financial objectives stated in the annual budget. Performance criteria:</p> <ul style="list-style-type: none"> Thorough and effective preparation/management of the budget. Controlling operational and capital costs through adequate budgetary measures and the judicious/economical utilization of manpower, material(s) and equipment. Developing and administering the process of budget preparation and review, which meets the requirements of the Village Charter, and expectations of the Council in its decision-making role. Providing the Council with timely and sufficient reports on the financial status of the Village government in accordance with the Charter and requirements of the Council. 	<input type="checkbox"/> Performance needs immediate improvement (0) <input type="checkbox"/> Below average performance (1) <input type="checkbox"/> Average performance (2) <input type="checkbox"/> Meets expectations (3) <input type="checkbox"/> Exceptional (4)

Add supporting comments if appropriate:

2. IMPROVEMENT OF VILLAGE OPERATIONS	
<p>Increases productivity and/or service delivery through process improvement, technology application and/or other creative alternative. Performance criteria:</p> <ul style="list-style-type: none"> Analyzing organizational problems or issues and identifying causes, reasons, implications, and solutions employing all available technologies, resources, systems and methods. Facilities are well-maintained and attractive. Remaining open to new ideas and suggestions for change. 	<input type="checkbox"/> Performance needs immediate improvement (0) <input type="checkbox"/> Below average performance (1) <input type="checkbox"/> Average performance (2) <input type="checkbox"/> Meets expectations (3) <input type="checkbox"/> Exceptional (4)

Add supporting comments if appropriate:

3. STAFF DEVELOPMENT, SUPERVISION AND LEADERSHIP	
<p>Builds a strong team of staff members who support one another to achieve specific goals and improve overall performance through personnel development and growth. Performance criteria:</p> <ul style="list-style-type: none"> Making sound personnel selection and placement decisions. Motivating and developing personnel through leadership and training so that they are increasingly effective in the performance of their duties, in achieving common goals and objectives and in nurturing an attitude of courtesy, helpfulness and sensitivity to the public. Treating all Village personnel in a fair and equitable manner and taking disciplinary action when appropriate. Effectively communicating with Village employees. Create appropriate courses of action and achieves goals set by Council. Directs/develops effective team of staff members, encouraging decision-making, instilling confidence and emphasizing support. 	<input type="checkbox"/> Performance needs immediate improvement (0) <input type="checkbox"/> Below average performance (1) <input type="checkbox"/> Average performance (2) <input type="checkbox"/> Meets expectations (3) <input type="checkbox"/> Exceptional (4)

Add supporting comments if appropriate:

4. CITIZEN ENGAGEMENT	
Addresses citizens' issues and concerns quickly, effectively and courteously. Involving citizens in the strategic direction of the Village and keeping the citizens informed on the issues/opportunities/actions. Performance criteria: <ul style="list-style-type: none">• Handling of disputes or complaints involving citizens in an effective, equitable and timely manner.• Demonstrating sensitivity to the opinions and concerns of others in and outside the organization.• Remaining available and visible to the residents of North Palm Beach in an appropriate manner.• Presenting Council policies and positions on issues to the citizens and Village organization accurately, equitably and effectively.• Acknowledging Council's role in the establishment of policy.• Effectively communicating with Village residents.	<input type="checkbox"/> Performance needs immediate improvement (0) <input type="checkbox"/> Below average performance (1) <input type="checkbox"/> Average performance (2) <input type="checkbox"/> Meets expectations (3) <input type="checkbox"/> Exceptional (4)

Add supporting comments if appropriate:

5. RELATIONSHIP WITH VILLAGE COUNCILMEMBERS	
Places emphasis on the importance of teamwork and leadership in the relationship with the organization. Performance criteria: <ul style="list-style-type: none">• Keeping the Council informed in an appropriate and timely manner regarding matters critical to the Council's policy making role.• Providing information on an equal basis to all Council members.• Anticipating and following-up promptly on Council requests for information or action.• Remaining available to Council on official business either personally or through designated subordinates.• Reporting departmental and staff activities to the Council in an appropriate and timely manner.• Advising the Council of relevant legislation and developments in the area of public policy affecting the Village of North Palm Beach.	<input type="checkbox"/> Performance needs immediate improvement (0) <input type="checkbox"/> Below average performance (1) <input type="checkbox"/> Average performance (2) <input type="checkbox"/> Meets expectations (3) <input type="checkbox"/> Exceptional (4)

Add supporting comments if appropriate:

6. INTERGOVERNMENTAL RELATIONS	
Builds relationships with other municipalities, local agencies, and other governmental organizations. Performance criteria: <ul style="list-style-type: none">• Dealing effectively with other governmental agencies at all levels in representing the Village of North Palm Beach.• Developing and administering cooperative agreements and contracts when appropriate.• Staying abreast of issues, concerns and trends affecting local municipalities.	<input type="checkbox"/> Performance needs immediate improvement (0) <input type="checkbox"/> Below average performance (1) <input type="checkbox"/> Average performance (2) <input type="checkbox"/> Meets expectations (3) <input type="checkbox"/> Exceptional (4)

Add supporting comments if appropriate:

7. JOB COMPETENCY	
<p>Demonstrates the requisite knowledge, skills, creativity, orientation and drive to successfully perform job responsibilities.</p> <p>Performance criteria:</p> <ul style="list-style-type: none"> • Executing the policies adopted by the Council in a timely and appropriate fashion. • Communicating effectively, clearly, easily and to the point. • Anticipating, planning and prioritizing future needs and programs while recognizing the potential problems confronting the Village. • Having a comprehensive understanding of the problems and issues existing in the Village of North Palm Beach. • Making Council aware of all available alternatives before making a recommendation to Council. • Adapting to and dealing effectively with unanticipated conditions and situations. 	<input type="checkbox"/> Performance needs immediate improvement (0) <input type="checkbox"/> Below average performance (1) <input type="checkbox"/> Average performance (2) <input type="checkbox"/> Meets expectations (3) <input type="checkbox"/> Exceptional (4)

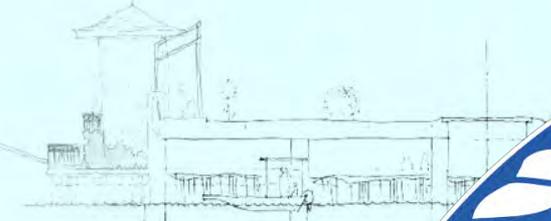
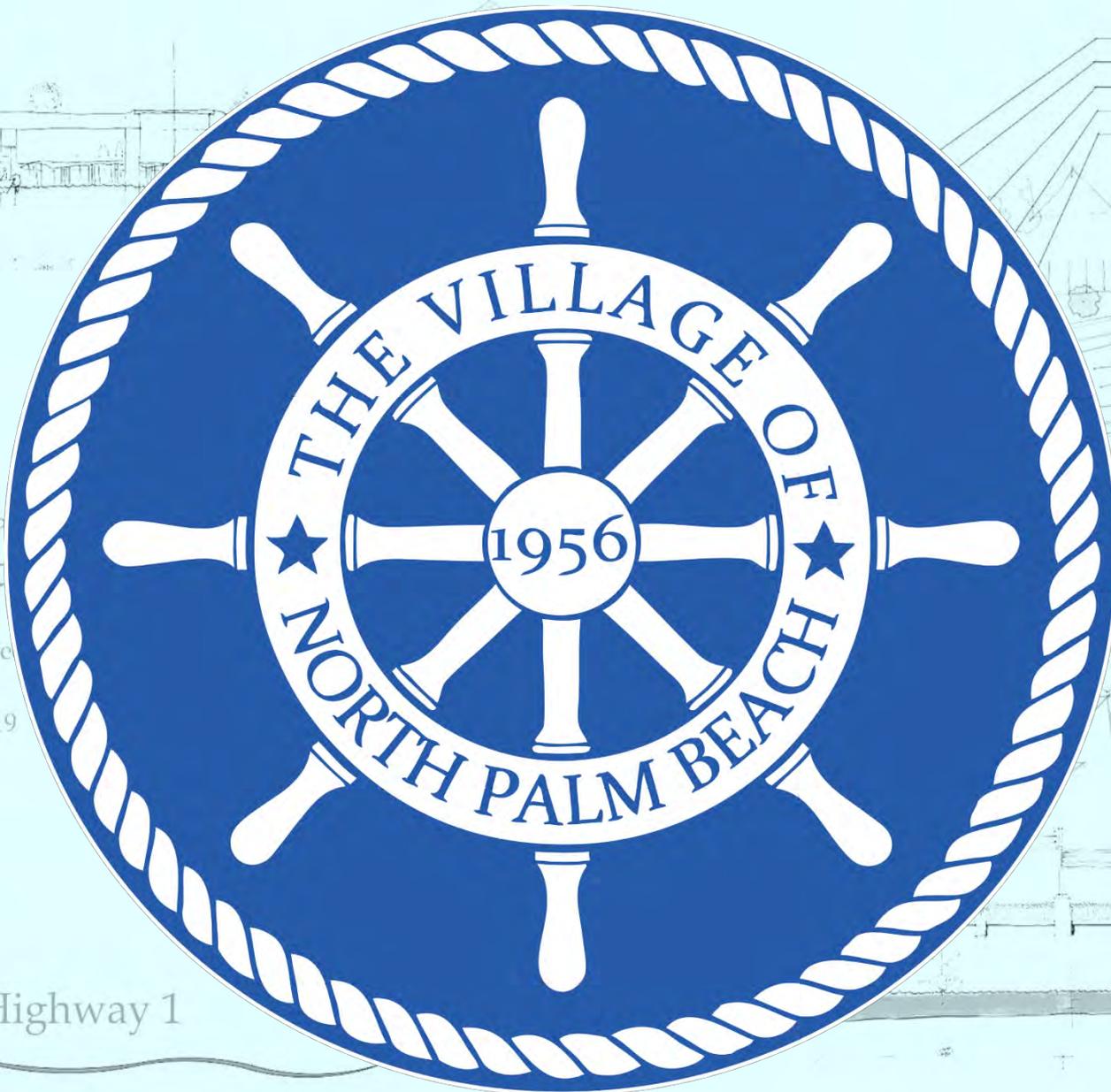
Add supporting comments if appropriate:

8. DEVELOPMENT AND ACHIEVEMENT OF STRATEGIC GOALS	
<p>Progresses toward long-term strategic goals with emphasis on enhancement of quality of life and financial sustainability.</p> <p>Performance criteria:</p> <ul style="list-style-type: none"> • Planning and execution of the short and long-term goals and objectives set forth in the Village’s Mission Statement • Maintaining organizational priorities in a manner reflective of the Village’s stated mission and goals. 	<input type="checkbox"/> Performance needs immediate improvement (0) <input type="checkbox"/> Below average performance (1) <input type="checkbox"/> Average performance (2) <input type="checkbox"/> Meets expectations (3) <input type="checkbox"/> Exceptional (4)

Add supporting comments if appropriate:

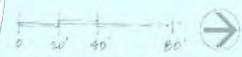
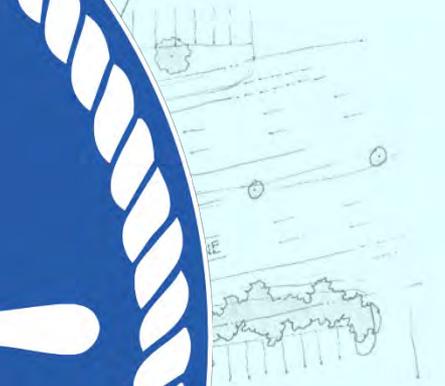
Signature: _____

Date: _____

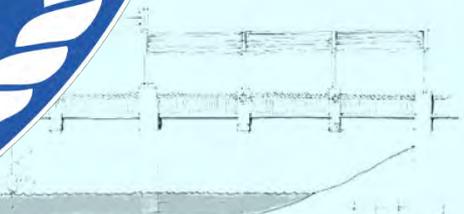


Section

- RAVP SYSTEM
- MATCHED STRUCTURES
- UNDER BRIDGE WALKWAY
- METAL GRATING TO DAYLIGHT WATER
- MATCHED DECORATIVE WALKWAYS W/ METAL STRUCTURE OVERHEAD



Plan View



Elevation

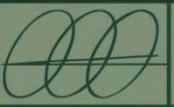
Village of North Palm Beach
Bridge Street

2GHO
Landscape Architecture
561-575-9557

September 26, 2019



US Highway 1



GENTILE GLAS
HOLLOWAY
O'MAHONEY

The NPB Bridges Streetscapes



The Citizen's Master Plan

October 2016



THE VILLAGE OF NORTH PALM BEACH
CITIZENS' MASTER PLAN
January 30th - February 5th 2016
prepared by
The Treasure Coast Regional Planning Council



Prosperity Farms
Road Bridge

Earman River

US One Bridge



Village of North Palm Beach

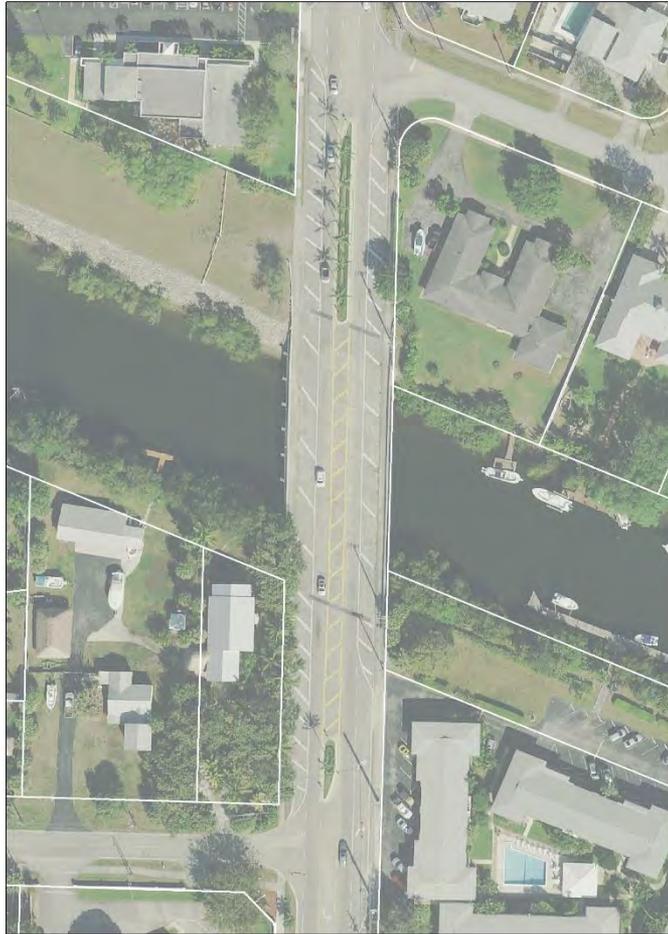


GENTILE GLAS
HOLLOWAY
O'MAHONEY

The NPB Bridge Streetscapes

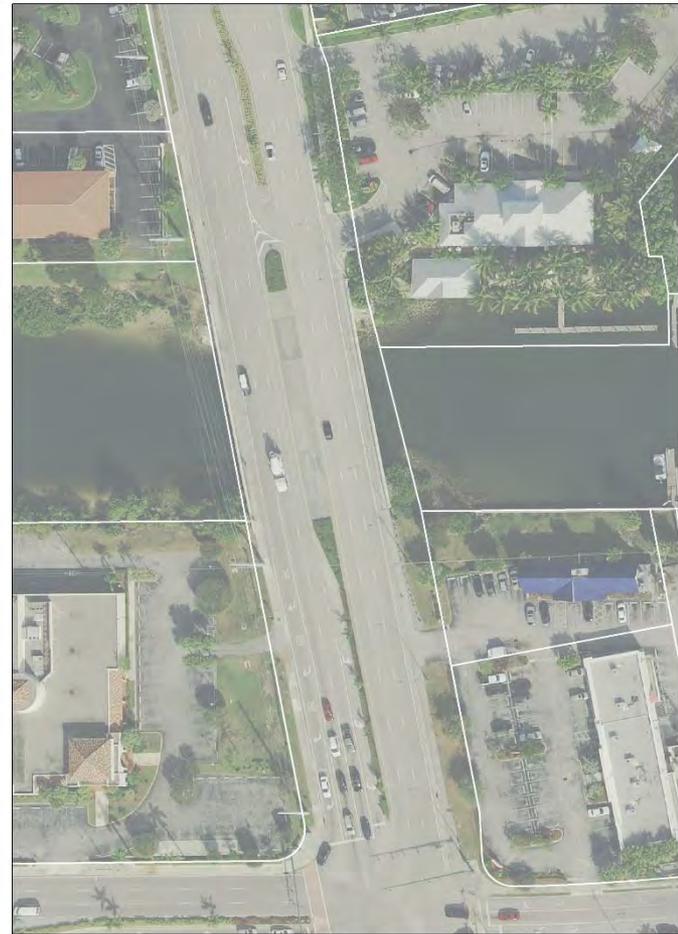


Bridges as Pedestrian Assets



North Palm Beach
Prosperity Farms
Road Bridge

Date: 3/12/2019
1 in = 50 ft
0 25 50 Feet



North Palm Beach
US1 Road Bridge

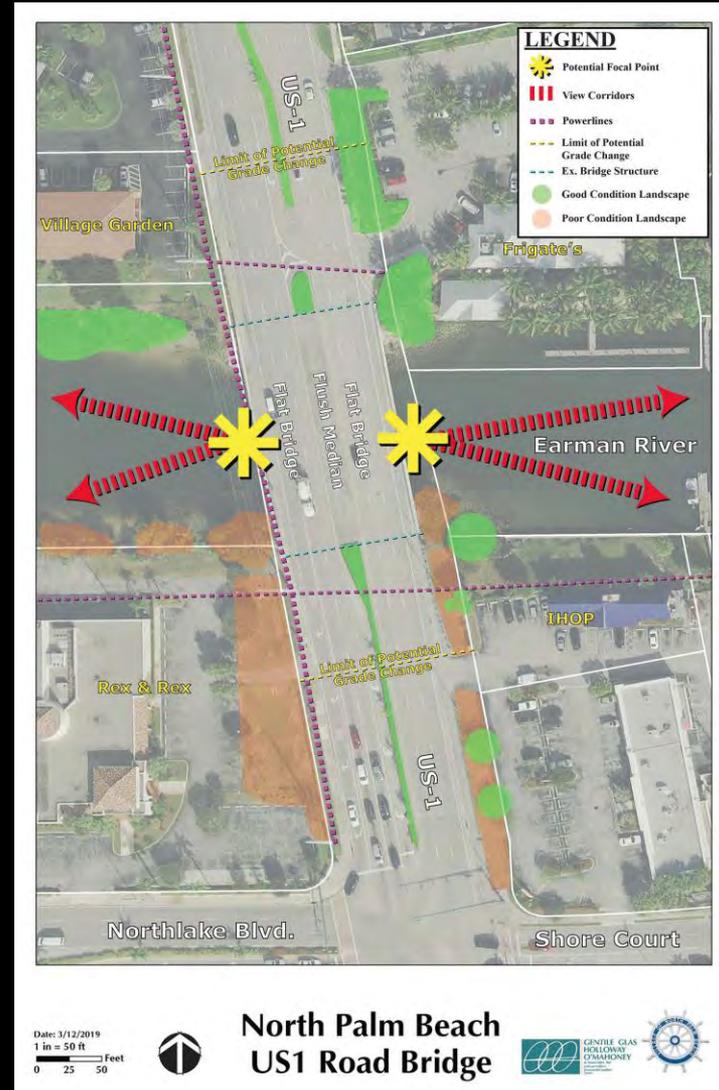
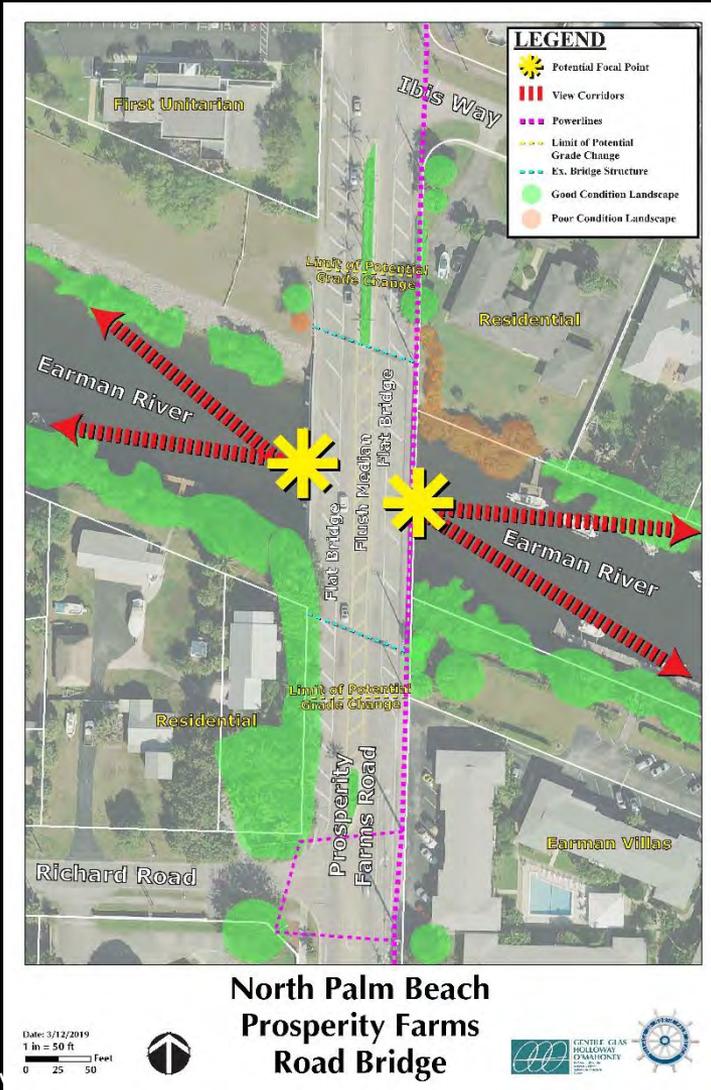
Date: 3/12/2019
1 in = 50 ft
0 25 50 Feet



View



Bridges as Community Assets



The Citizen's Master Plan October 2016



Village of North Palm Beach



The Citizen's Master Plan

October 2016



A recommended infrastructure project is a new design for the Prosperity Farms Bridge over the Earman River that expands the sidewalk area over unused asphalt and installs trellises for shaded seating to create an area to enjoy views of the waterway.

Key Recommendations:

3. Improve Prosperity Farms Road

- a. Create a signature design feature on the bridge

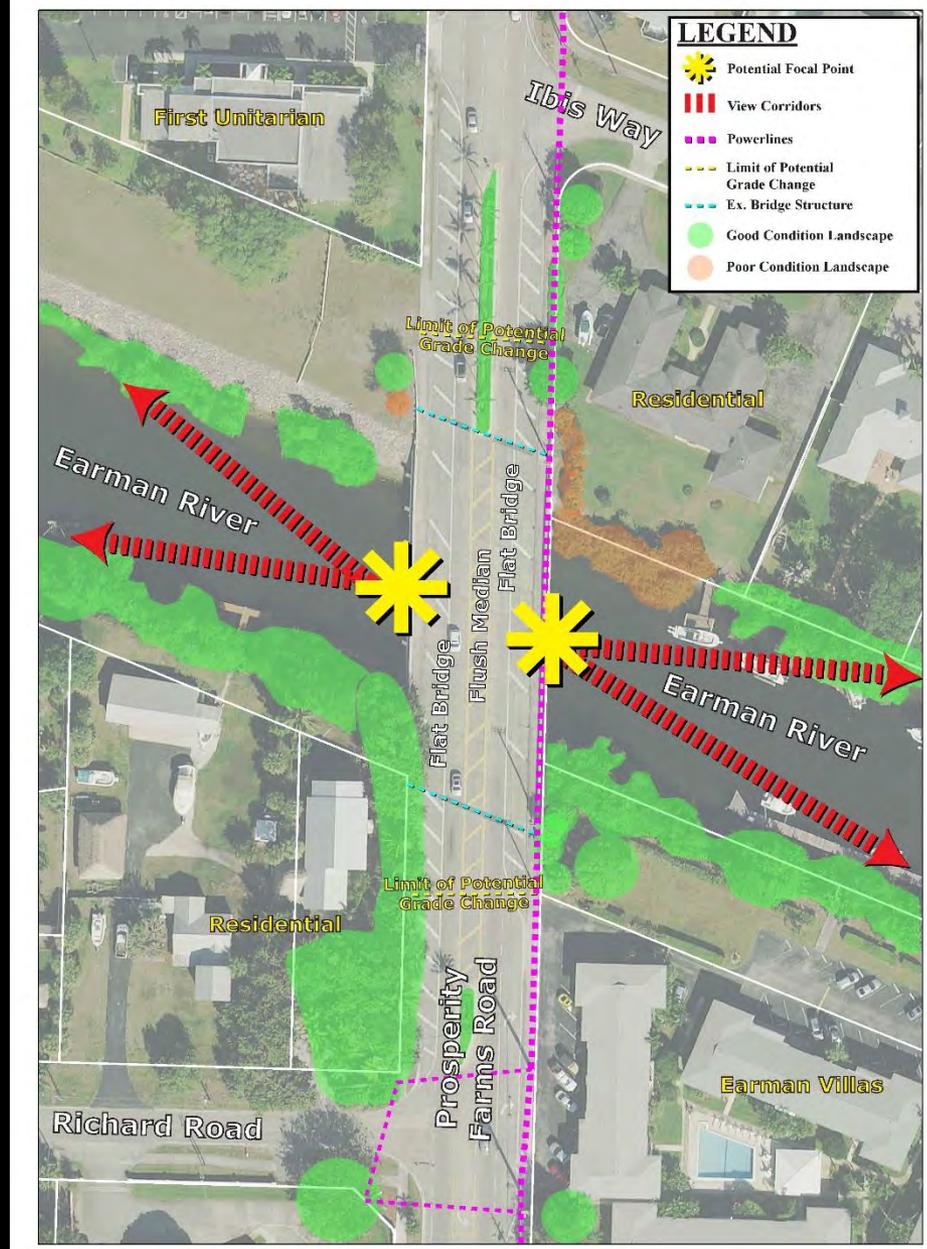


Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

Prosperity Farms Road

Bridges as Pedestrian Assets



Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

Prosperity Farms Road

Existing Conditions



Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

Prosperity Farms Road





Looking East



Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

Prosperity Farms Road





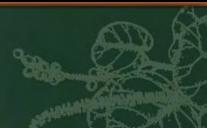
Looking West

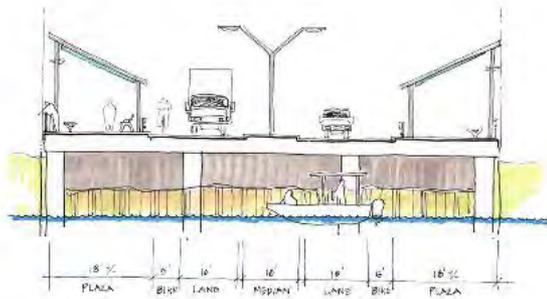


Village of North Palm Beach

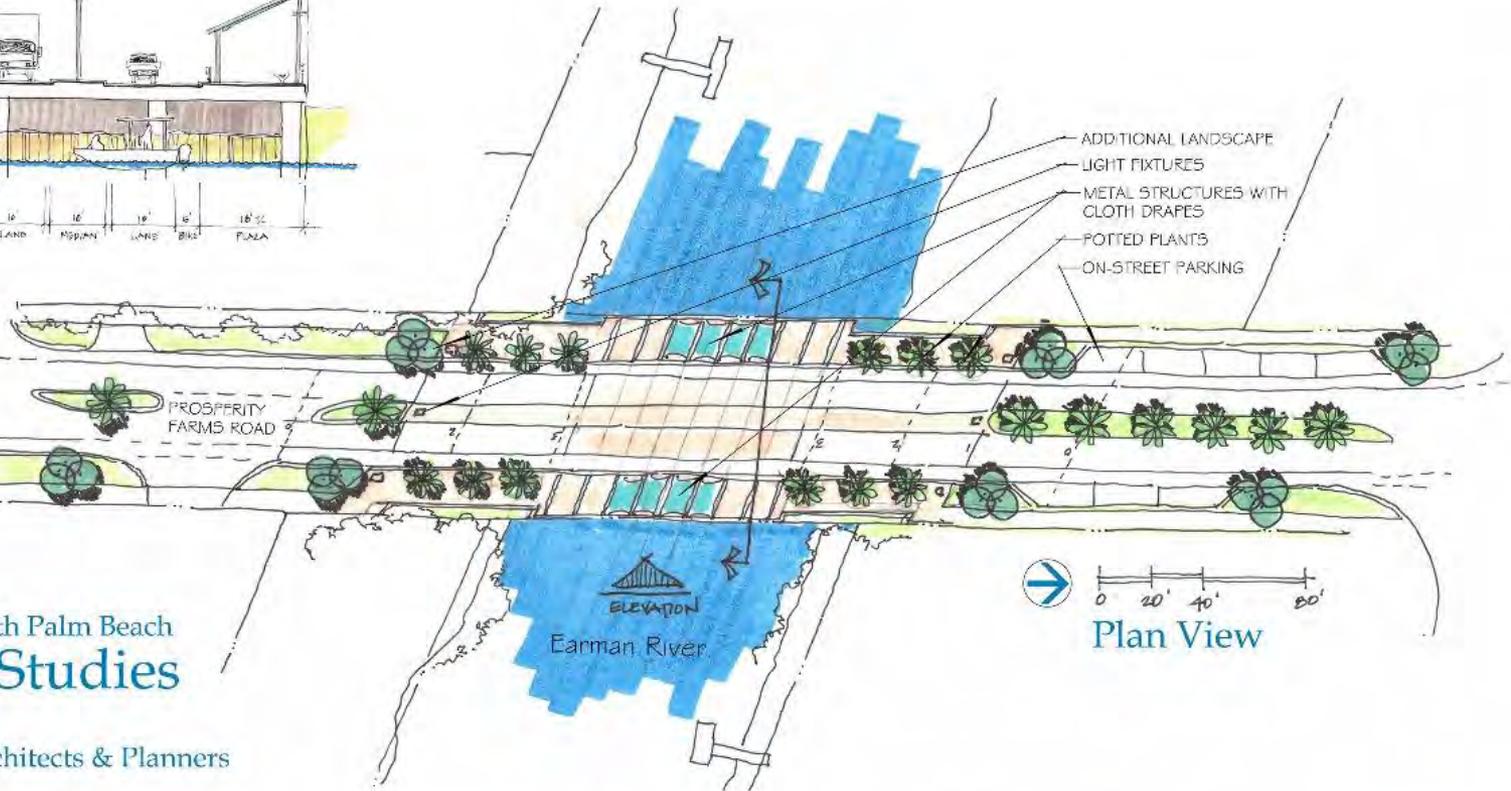
GENTILE GLAS
HOLLOWAY
O'MAHONEY

Prosperity Farms Road





Section



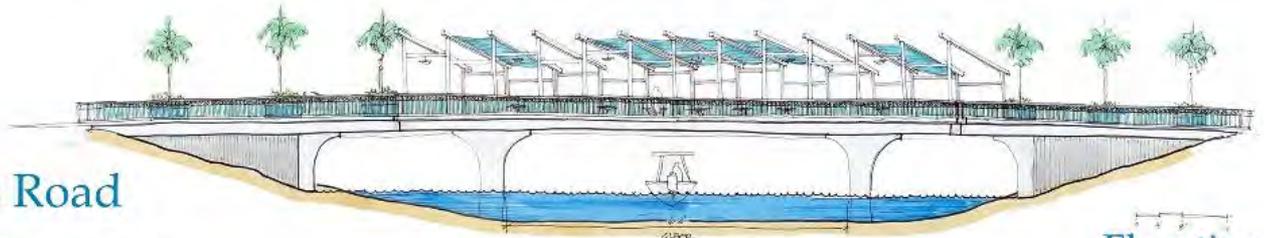
- ADDITIONAL LANDSCAPE
- LIGHT FIXTURES
- METAL STRUCTURES WITH CLOTH DRAPES
- POTTED PLANTS
- ON-STREET PARKING

Plan View

Village of North Palm Beach
Bridge Studies

2GHO
 Landscape Architects & Planners
 561-575-9557

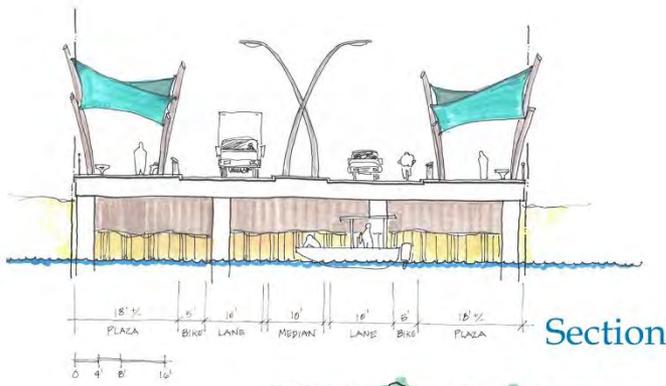
September 26, 2019



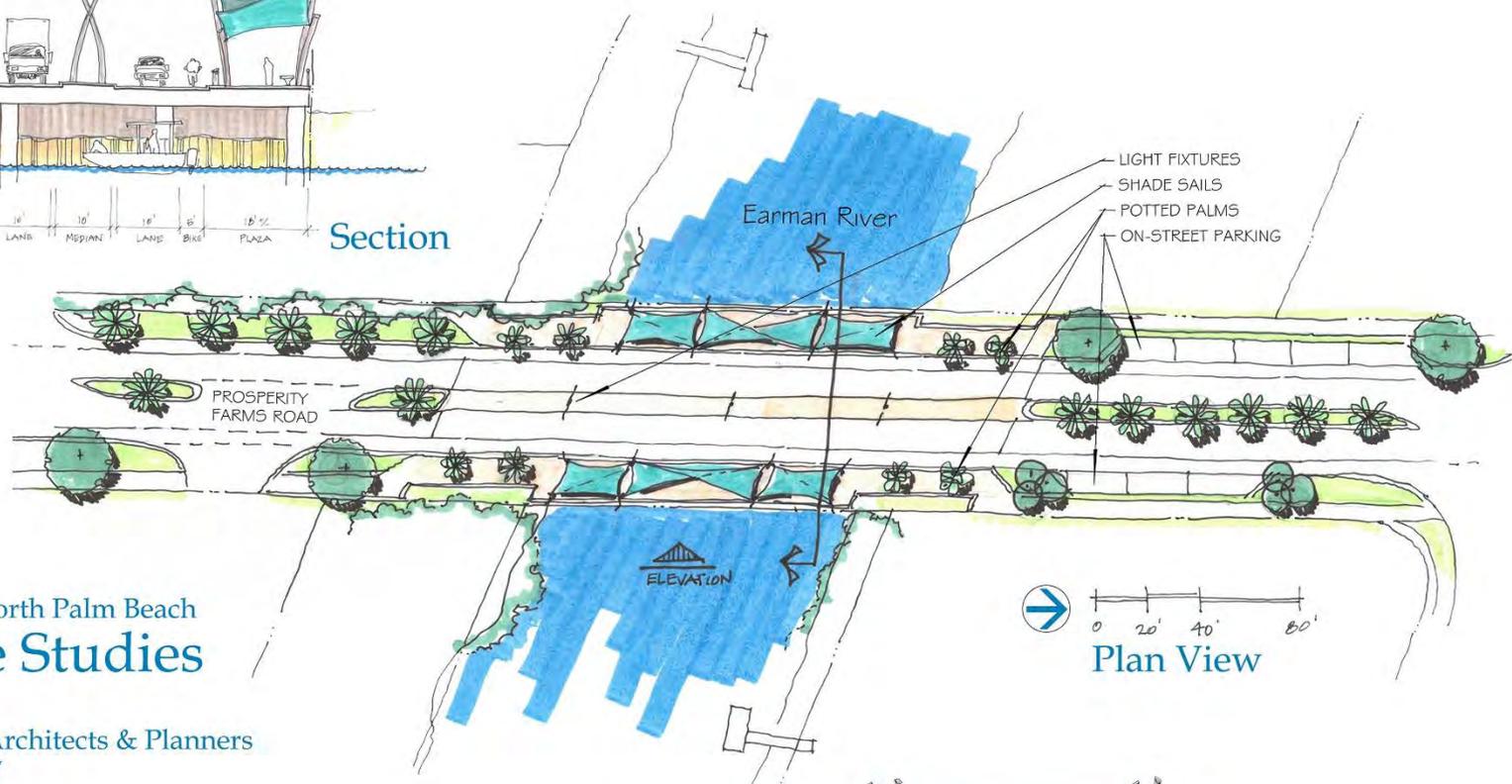
Elevation



Prosperity Farms Road

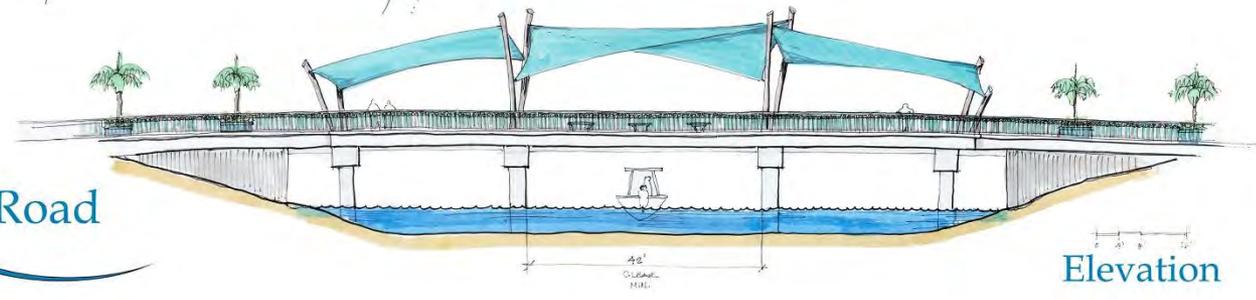


Section



- LIGHT FIXTURES
- SHADE SAILS
- POTTED PALMS
- ON-STREET PARKING

Plan View



Elevation

Village of North Palm Beach
Bridge Studies

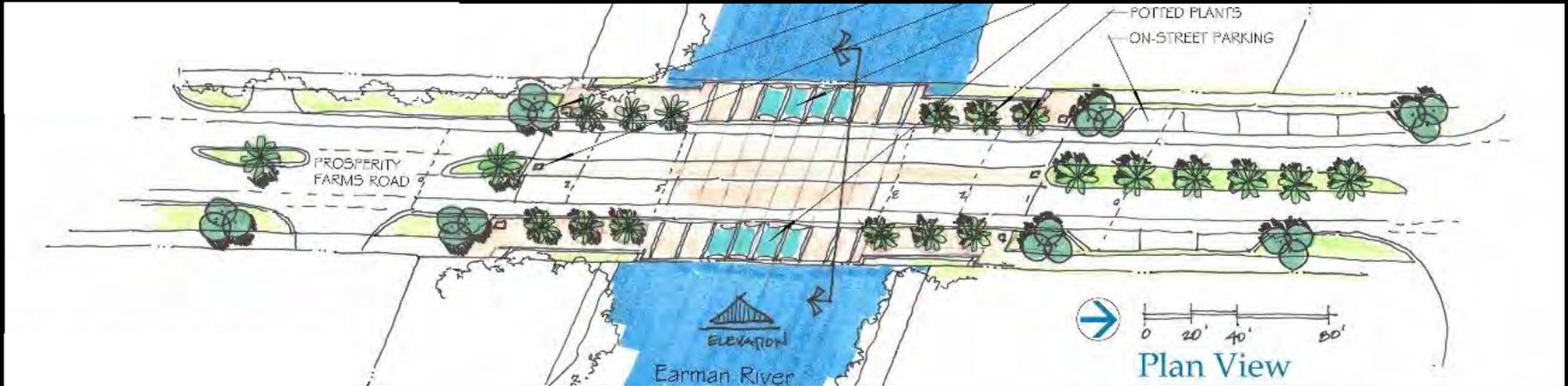
2GHO
 Landscape Architects & Planners
 561-575-9557

September 26, 2019

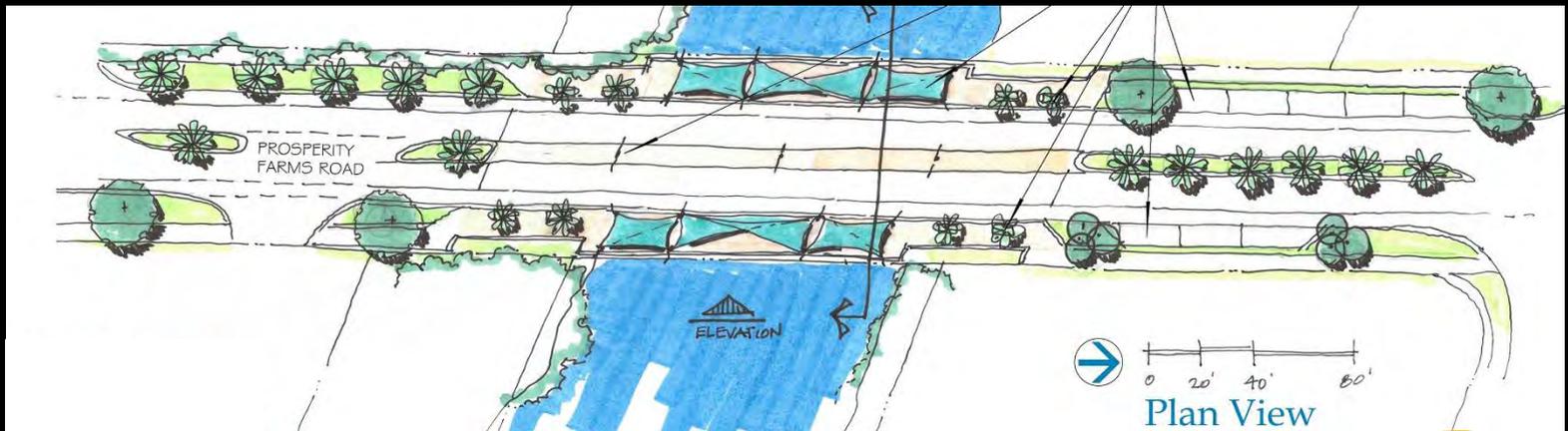


Prosperity Farms Road

Plans



A



B

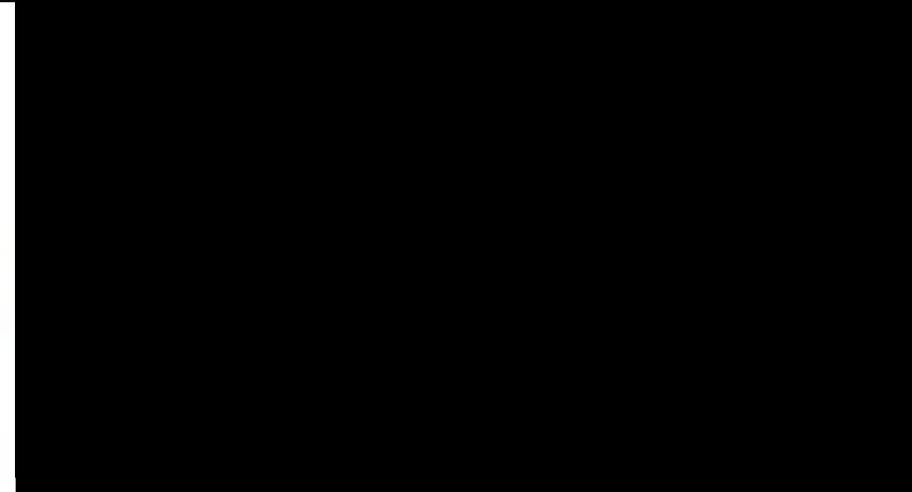
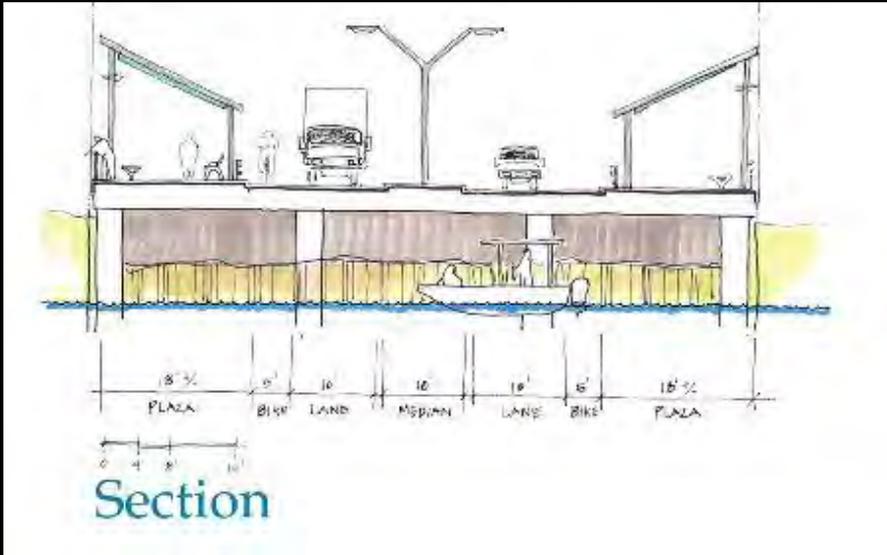


Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

Prosperity Farms Road

Sections



A

B



Village of North Palm Beach

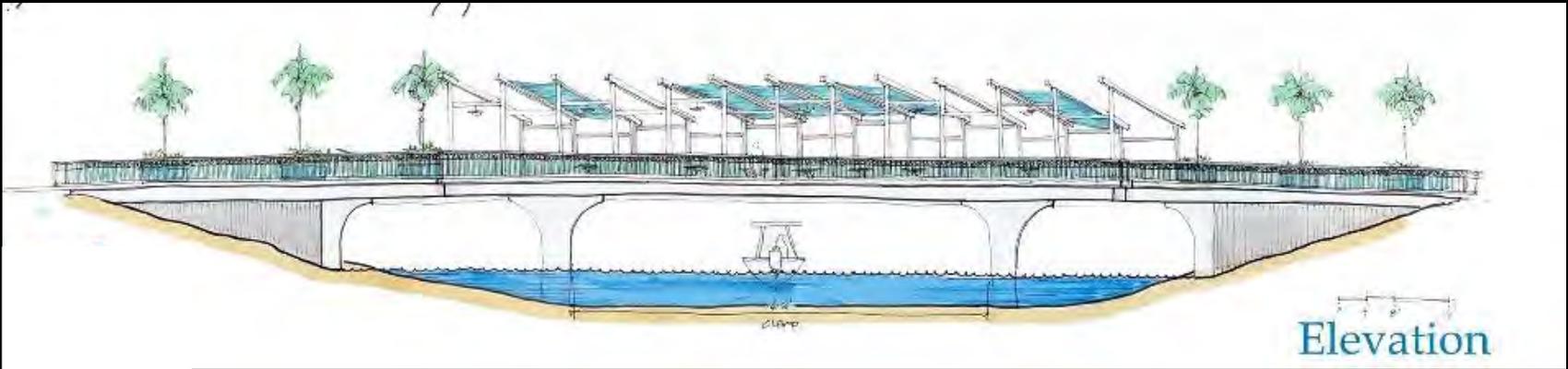


GENTILE GLAS
HOLLOWAY
O'MAHONEY

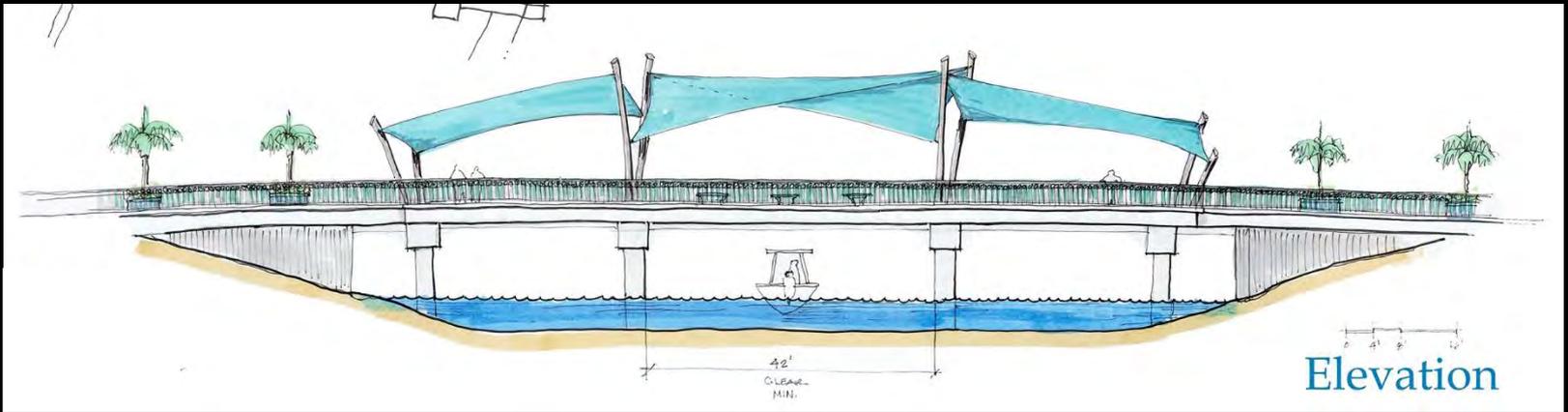
Prosperity Farms Road



Elevations



A



B



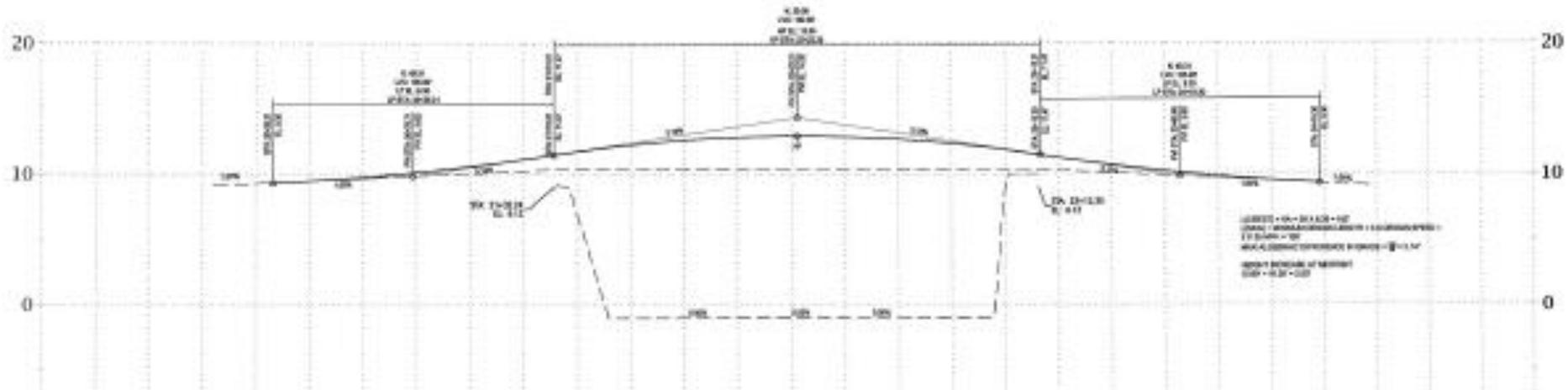
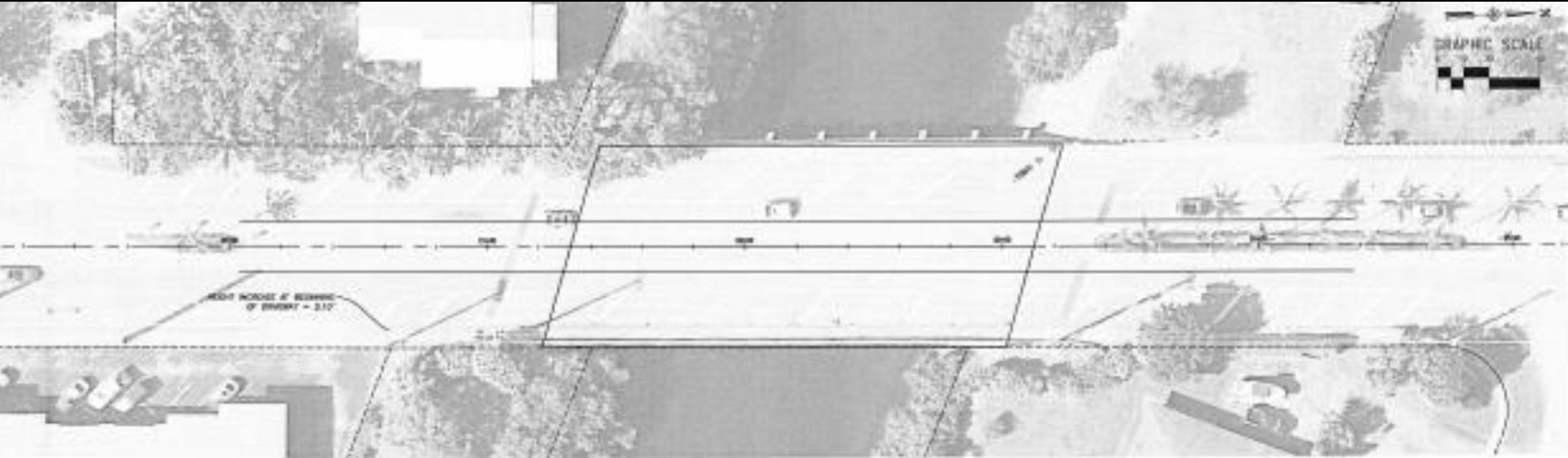
Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

Prosperity Farms Road

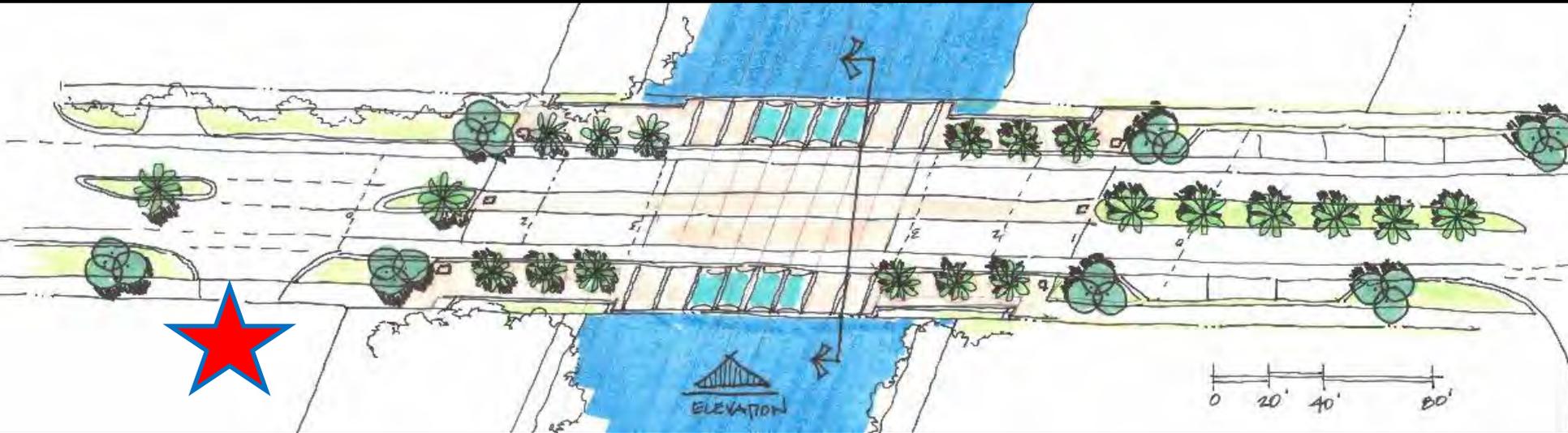
Water Clearance

Cross Section



Water Clearance

- Current PBC plan anticipates a 2.5 foot increase in height.
- Limiting element is the residential community on the southeast side which would need to be regraded into the site for maximum rise. If driveway is closed, could increase height another foot. The star indicates the location which is limiting.



Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

Prosperity Farms Road



Village Workshop



Village

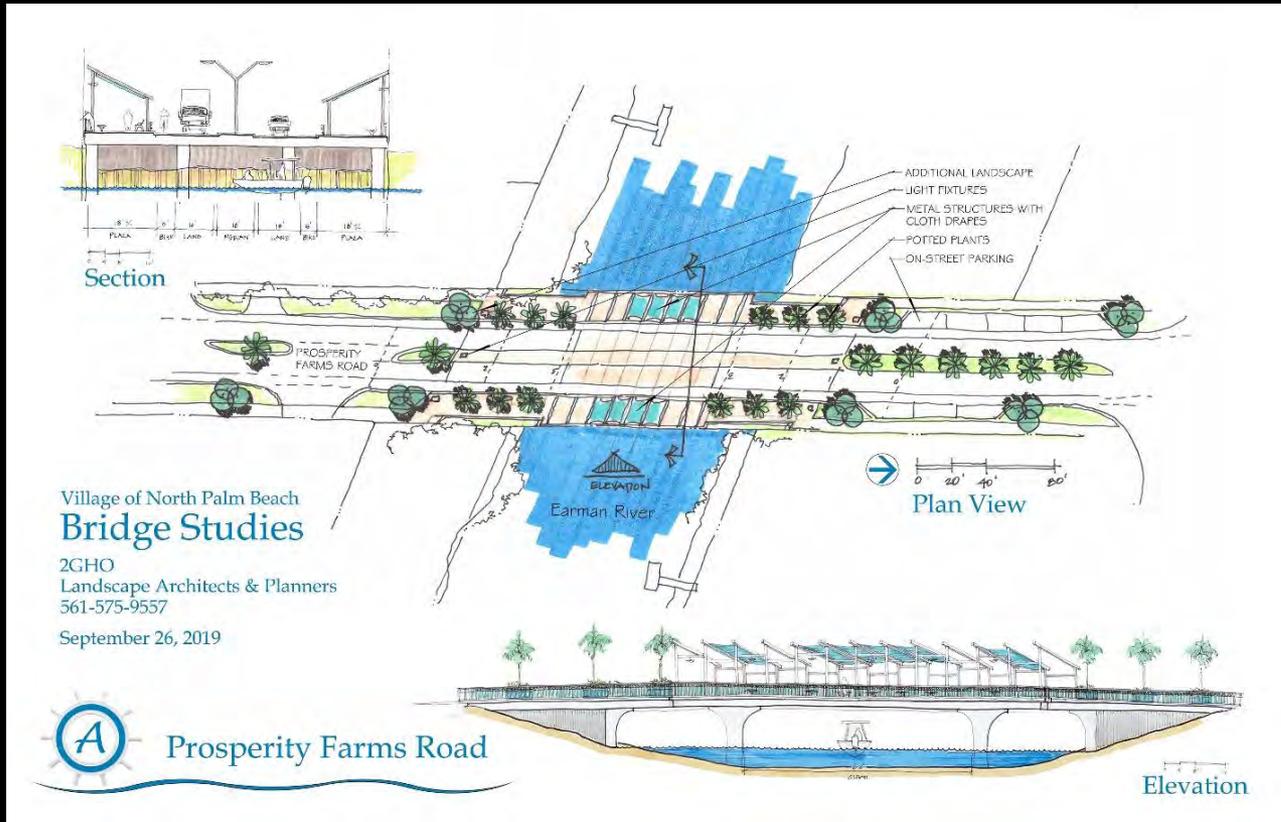
GENTILE GLAS
HOLLOWAY
O'MAHONEY

Prosperity Farms Road



Workshop Results

Bringing Forward to County



GENERAL CONSENSUS

1. Provide electricity to bridge elements/pillars;
2. Provide for future lighting under the water;
3. Provide specialty paving in pedestrian areas;
4. Overhead shade structure;
5. Raised median;
6. Specialty paving in vehicular use area.

OTHER TOPICS:

1. Lane width;
2. Fishing access;
3. Golf Cart access.



Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

Prosperity Farms Road

The Citizen's Master Plan

October 2016

Key Recommendations:

1. Re-Define US 1
 - a. Calm the corridor by pursuing a Lane Elimination to reduce the roadway from six to four lanes
 - b. Beautify the corridor by re-purposing asphalt into a new streetscape design
 - c. Balance mobility by designing the roadway for a superior pedestrian and bicycle environment

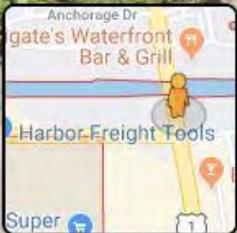
2. Create a form-based code and design guidelines
 - d. Maximize the waterfront



Village of North Palm Beach



Existing Conditions



Google



GENTILE GLAS
HOLLOWAY
O'MAHONEY

U.S. Highway 1



Existing Conditions



Village of North Palm Beach

Looking East

GENTILE GLAS
HOLLOWAY
O'MAHONEY

U.S. Highway 1



Existing Conditions



Looking West

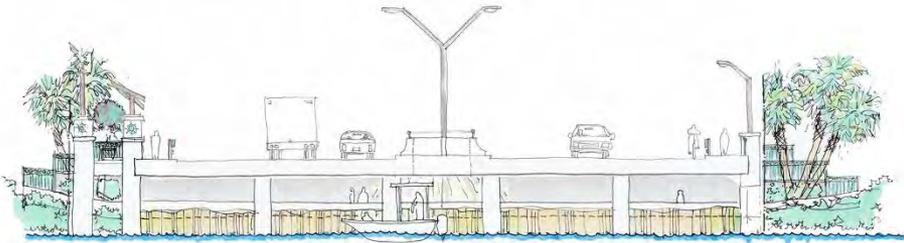


Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

U.S. Highway 1



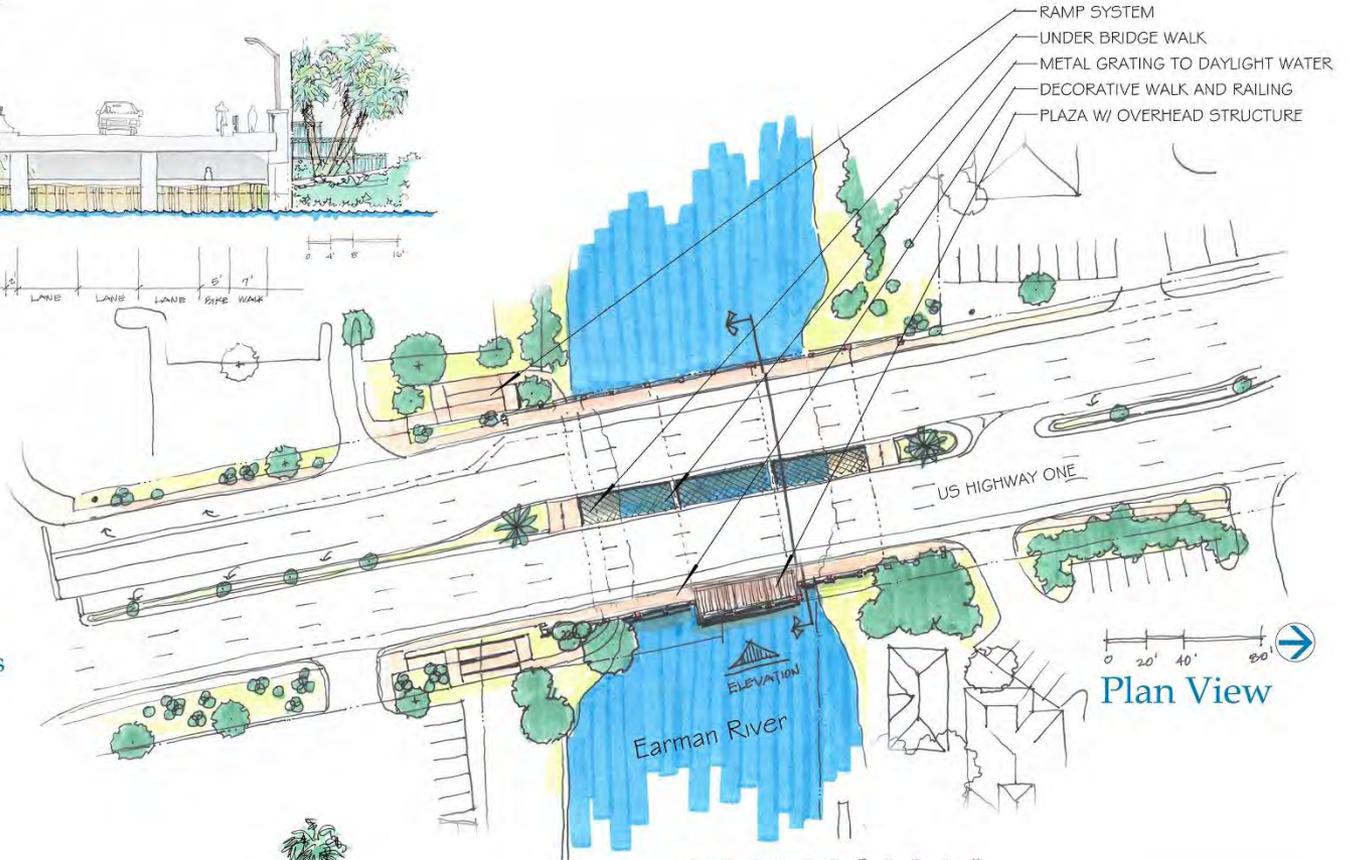


Section

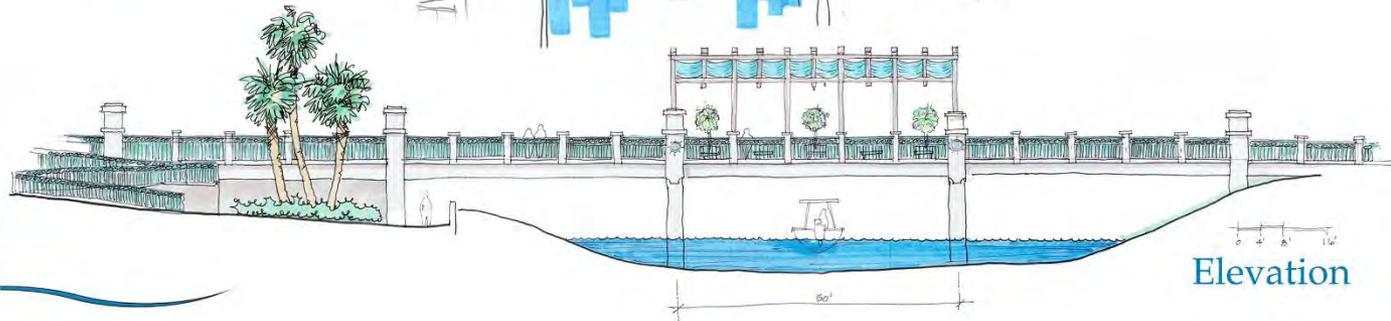
Village of North Palm Beach
Bridge Studies

2GHO
 Landscape Architects & Planners
 561-575-9557

September 26, 2019



Plan View



Elevation



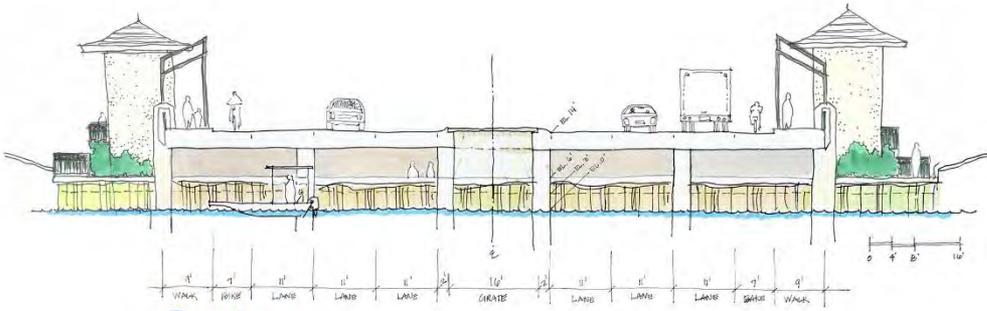
US Highway 1



GENTILE GLAS
 HOLLOWAY
 O'MAHONEY

U.S. Highway 1





Section

- RAMP SYSTEM
- MATCHED STRUCTURES
- UNDER BRIDGE WALKWAY
- METAL GRATING TO DAYLIGHT WATER
- MATCHED DECORATIVE WALKWAYS W/ METAL STRUCTURE OVERHEAD

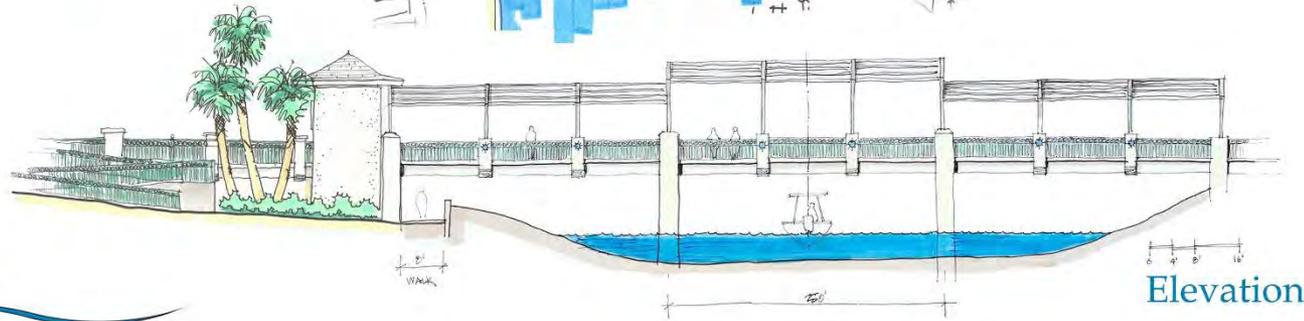


Plan View

Village of North Palm Beach Bridge Studies

2GHO
Landscape Architects & Planners
561-575-9557

September 26, 2019



Elevation



US Highway 1



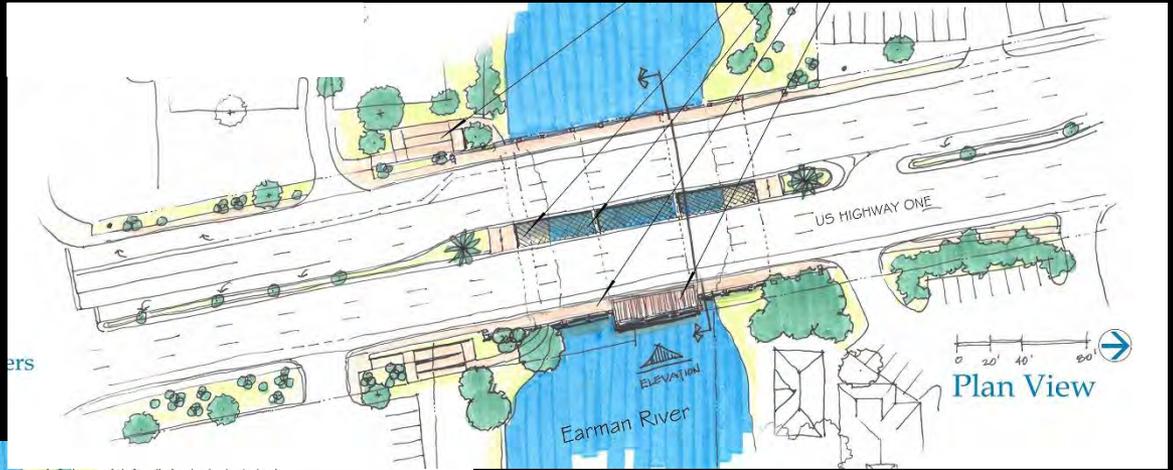
GENTILE GLAS
HOLLOWAY
O'MAHONEY

U.S. Highway 1



Plans

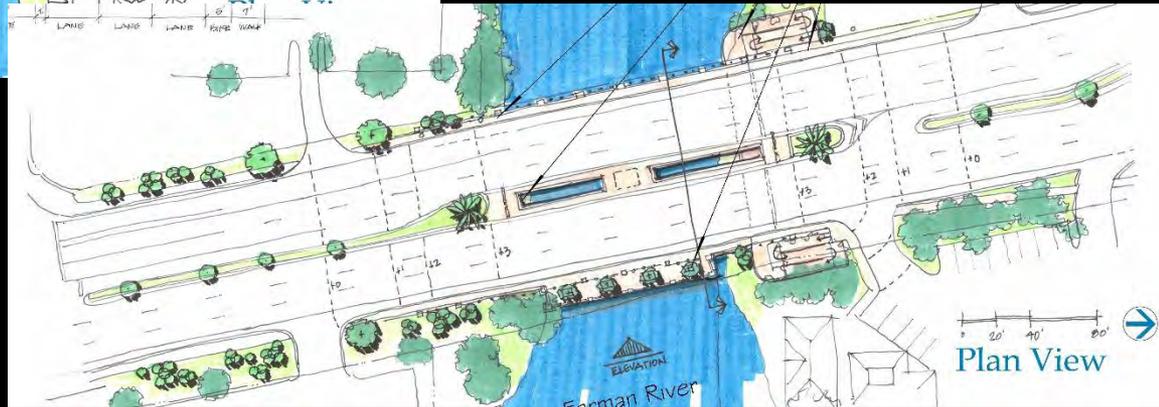
A



B



C



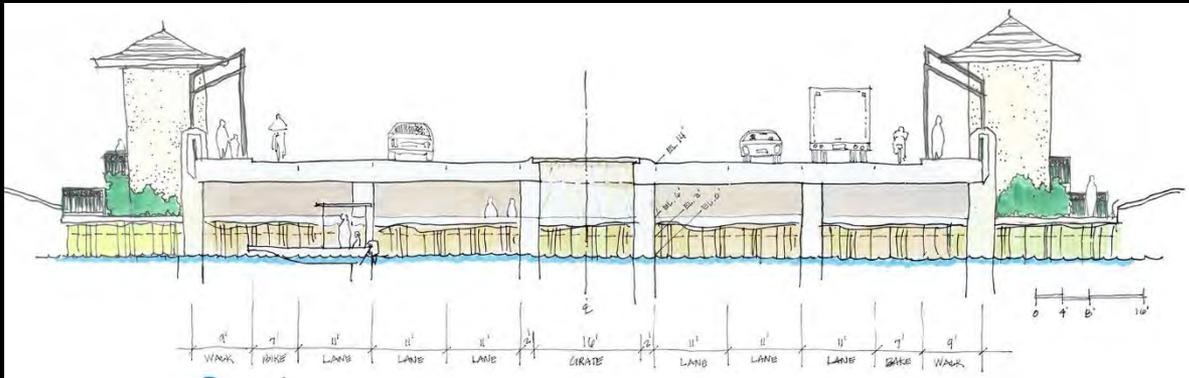
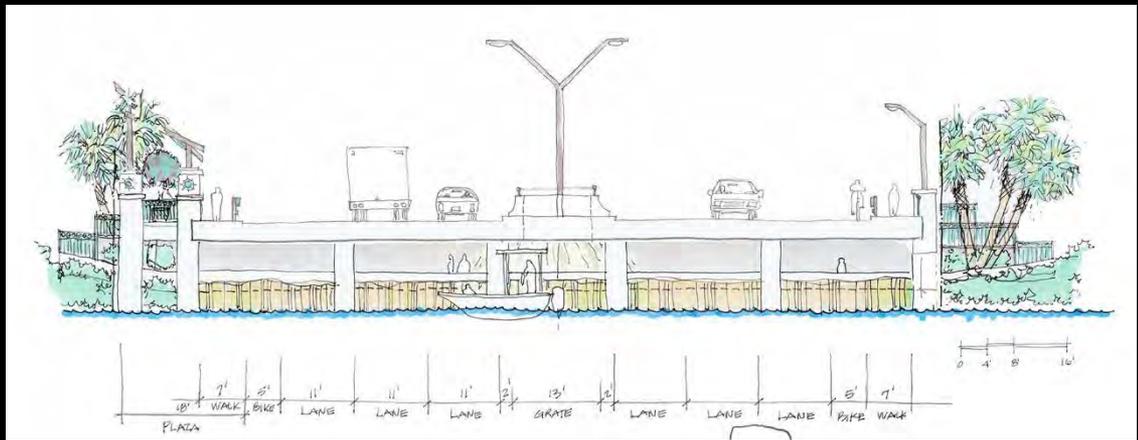
Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

U.S. Highway 1

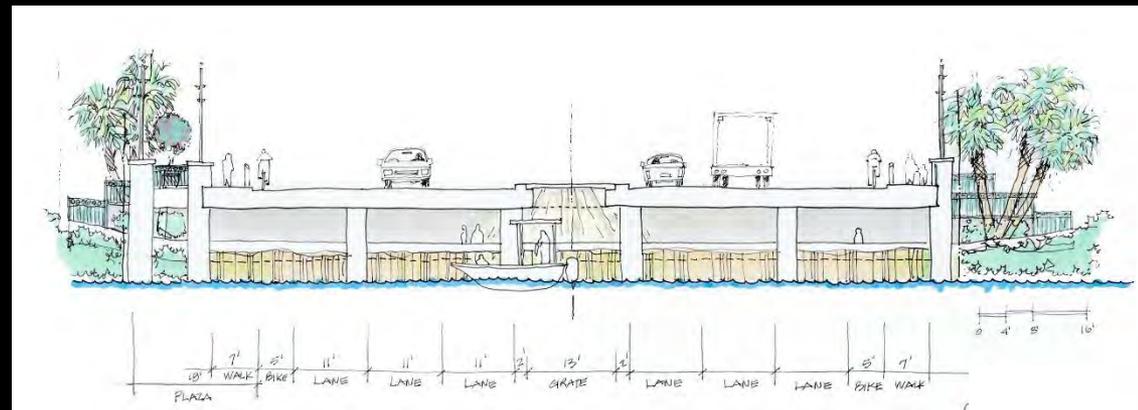
Sections

A



B

C



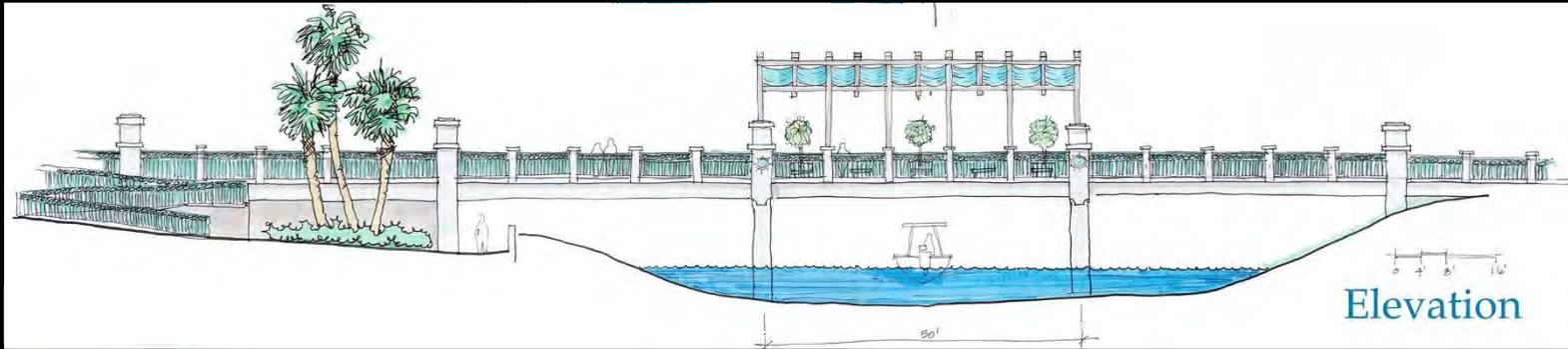
Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

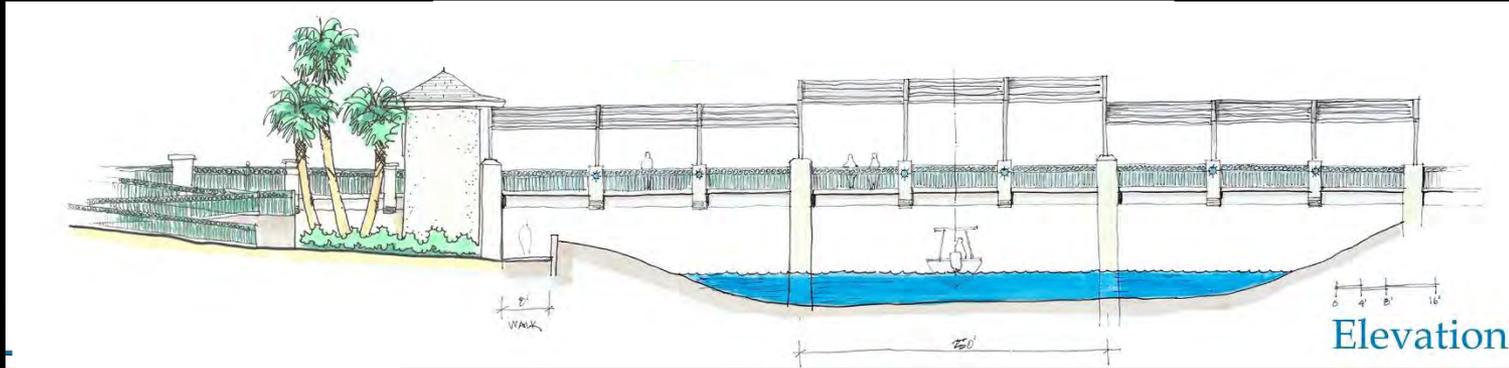
U.S. Highway 1

Elevations

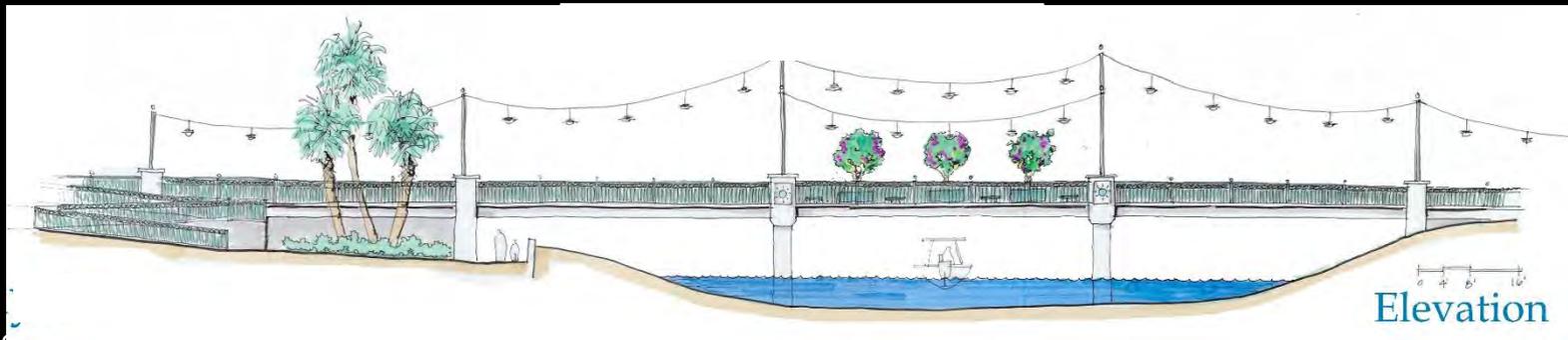
A



B



C



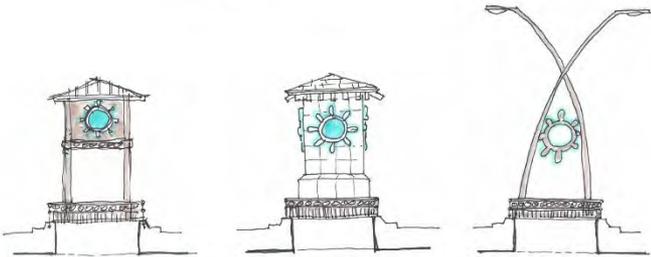
Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

U.S. Highway 1



Elevation B



Optional Elements

Village of North Palm Beach
Bridge Studies

2GHO
 Landscape Architects & Planners
 561-575-9557

September 26, 2019



US Highway 1

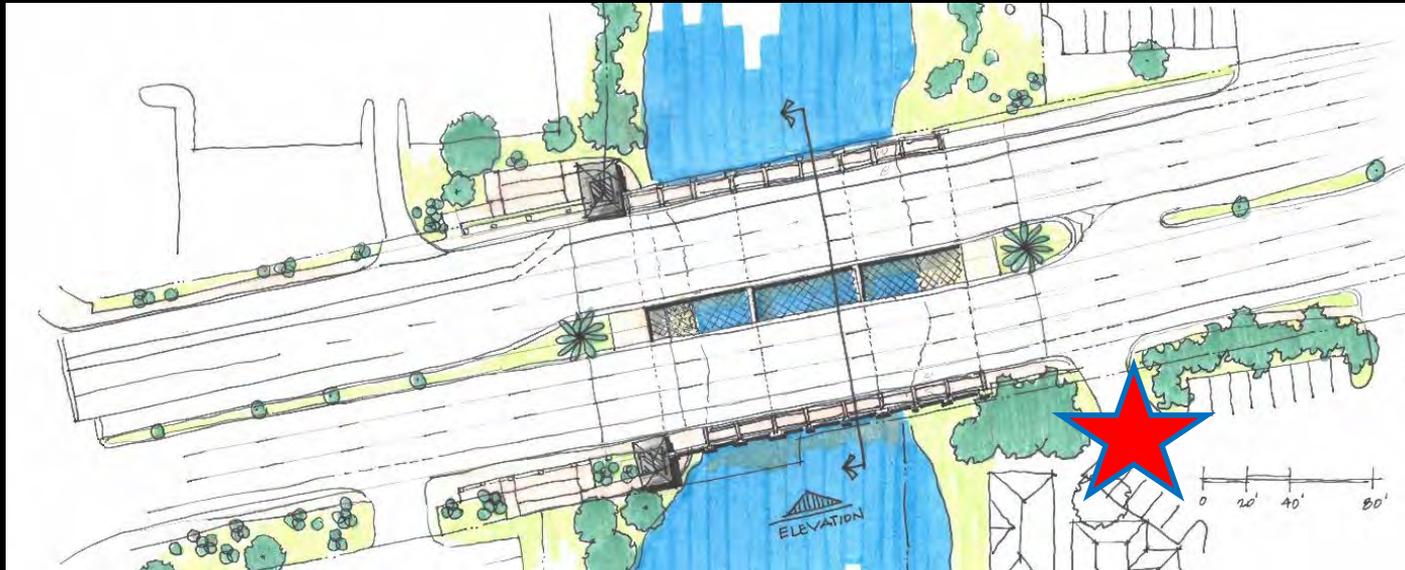


Perspective B



Water Clearance

Limiting element is the Frigates Restaurant on the northeast side. FDOT will not work outside the roadway. The star indicates Frigates' location.



Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

U.S. Highway 1



Village Workshop



Vii

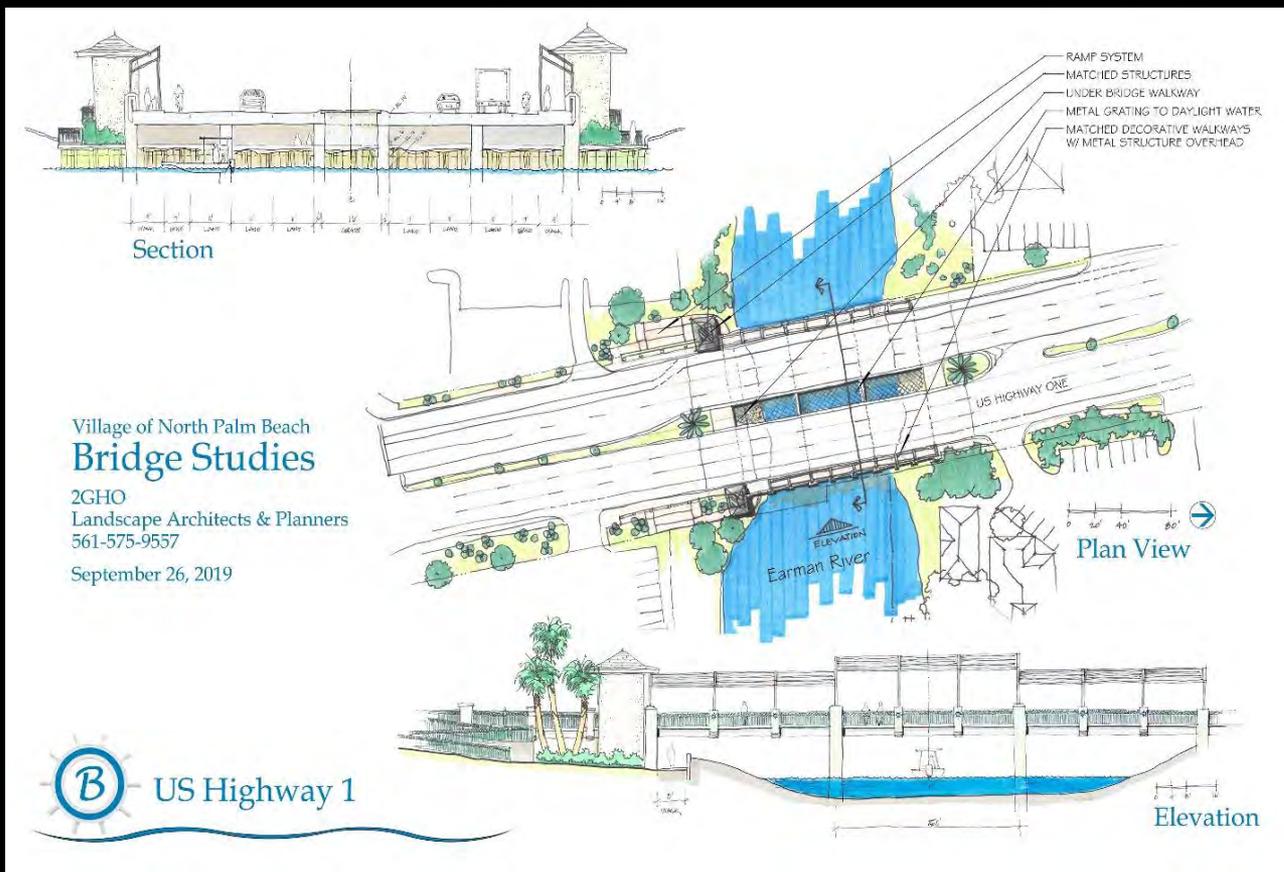
GENTILE GLAS
HOLLOWAY
O'MAHONEY

U.S. Highway 1



Workshop Results

Bringing Forward to FDOT



GENERAL CONSENSUS

1. Symmetrical sides to the east and west. *Plan B*
2. Maximize the structure within the right-of-way
3. Maximize the pedestrian area
4. Provide metal grille median raised (i.e. draw bridge surface); *Plan B*
5. Provide electricity to each pillar on the bridge;
6. Provide specialty paving for pedestrian areas;
7. Provide for walkway under on the south side;
8. Provide allowance/source for electrical to light under the bridge and under the water in the future;
9. Provide for flanking tower structures on the south end; (Footer?) *Plan B*
10. Overhead structure.



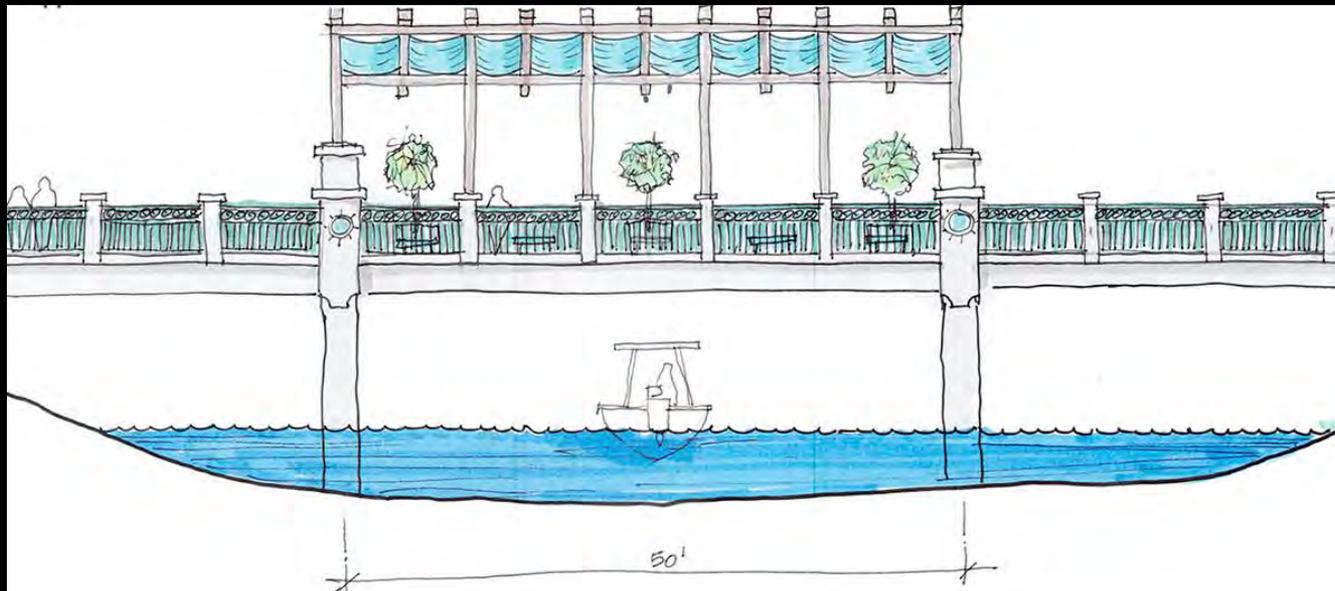
Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

U.S. Highway 1

Consensus

Both bridges should rise as high as possible to allow for boat travel & sea level rise expectations.



Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

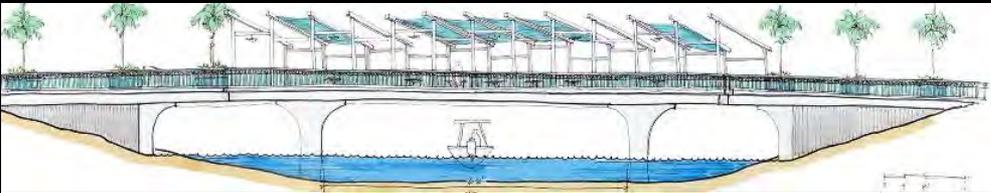
Bridges



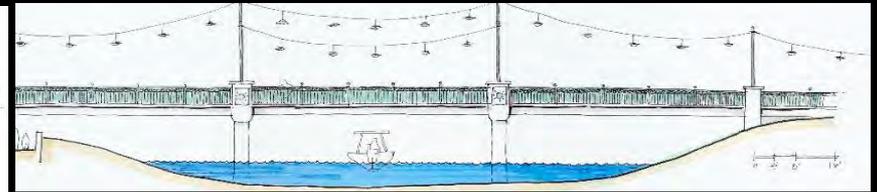
Question

Should both bridges have the same pillar composition?

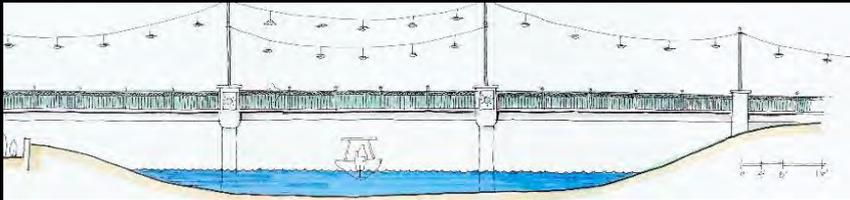
Option: Continuous railing – no pillars



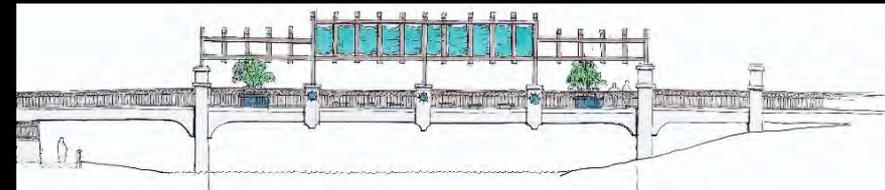
Option: Pillars at 50' posts and an additional 2 smaller ones in between



Option: Pillars with 50' o.c. posts below



Option: Large pillars at the 50' posts with 3 smaller ones in between



Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

Bridges



Questions

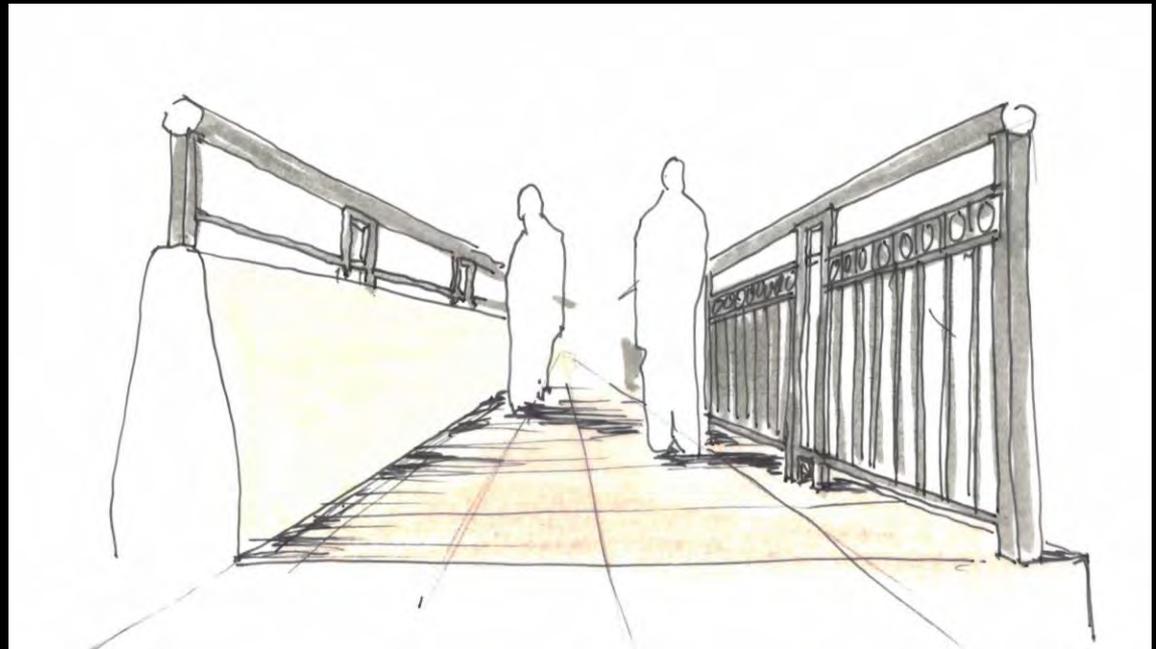
Question: Should the railing for the two bridges match the FDOT decorative railing of the Parker Bridge?



Questions

Recommendation: Have the Railing go to the bridge deck so as to maximize visibility of the water. Agree?

Recommendation: Provide the vehicular barrier between the Bike Lane & Pedestrians with railing on top for character. Agree?



Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

Prosperity Farms Road

Other Bridge Standards

Donald Ross
Road Bridge



PGA over
Alt. A1A



PGA over
Intracoastal



Indiantown
Road



Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

The Bridge Railings

Questions

How should Post Lighting be defined?



- A. Match Parker Bridge?
- B. All Individual Character per bridge?
- C. Match US 1 & Prosperity together?



Village of North Palm Beach

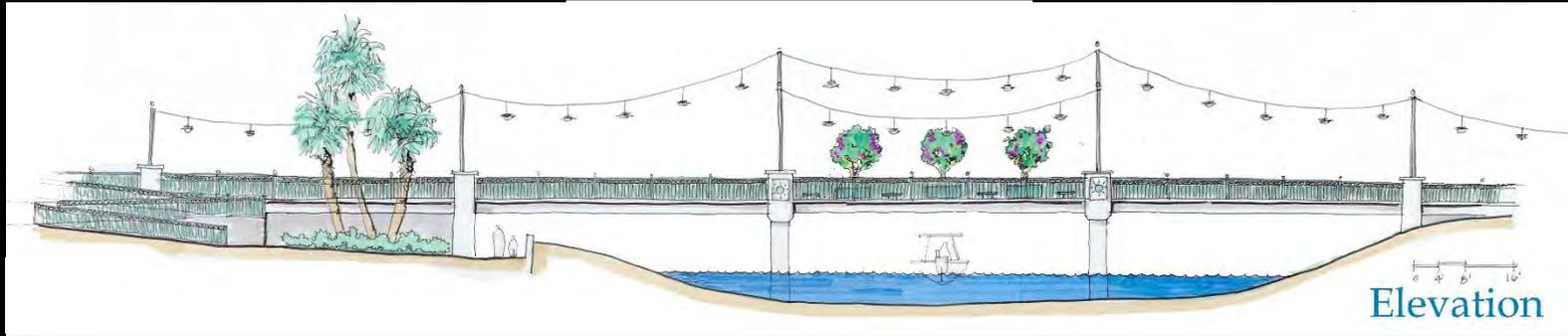
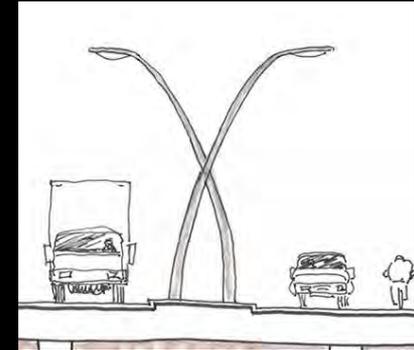
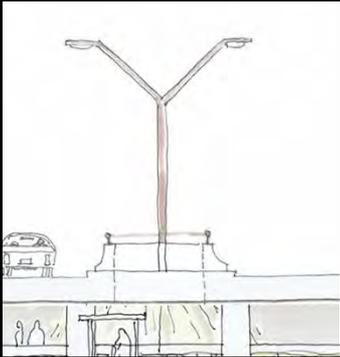
GENTILE GLAS
HOLLOWAY
O'MAHONEY

The Bridge Lighting

Question

How should Post Lighting be defined?

- A. Match Parker Bridge?
- B. All Individual Character per bridge?
- C. Match US 1 & Prosperity together?



Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

The Bridge Lighting



Other Light Standards

Donald Ross
Road Bridge



PGA over
Alt. A1A

Indiantown
Road



Village of North Palm Beach

GENTILE GLAS
HOLLOWAY
O'MAHONEY

Prosperity Farms Road



Schedule & Budget

Prosperity Farms Road:

- 24 month design schedule per PBC – so, complete in calendar year 2021
- Construction in 2022.
- Village CIP -- \$200,000 from infrastructure surtax funds allocated in FY 2021

US1:

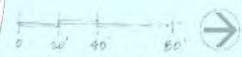
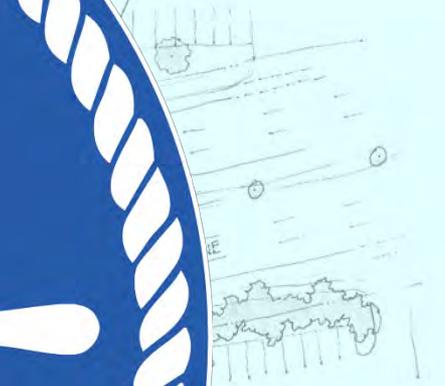
- Project letting by FDOT – December 2022
- Construction – begins March 2023
- Village CIP – anticipate grant funding. Working with RMPK.





Section

- RAVP SYSTEM
- MATCHED STRUCTURES
- UNDER BRIDGE WALKWAY
- METAL GRATING TO DAYLIGHT WATER
- MATCHED DECORATIVE WALKWAYS W/ METAL STRUCTURE OVERHEAD



Plan View

Village of North Palm Beach
Bridge Street

2GHO
Landscape Architecture
561-575-9557

September 26, 2019



US Highway 1

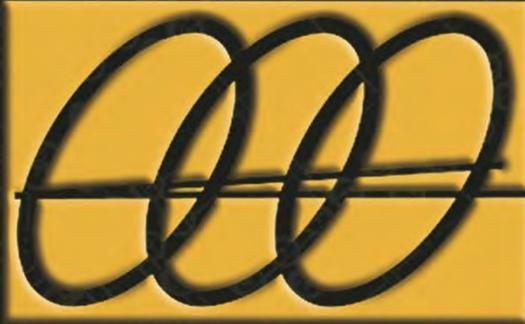
Questions?



GENTILE GLAS
HOLLOWAY
O'MAHONEY

Thank You!





**Gentile Glas
Holloway O'Mahoney**
Landscape Architects • Planners

Integrity • Innovation • Respect

*Creating - Desirable, Healthy, Sustainable,
Living & Working Environments*



Village of North Palm Beach



GENTILE GLAS
HOLLOWAY
O'MAHONEY



**VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB**

TO: Honorable Mayor and Council
THRU: Andrew D. Lukasik, Village Manager
FROM: Beth Davis, GM
DATE: January 23, 2020
SUBJECT: **DISCUSSION** – Country Club Membership Options

Village staff is requesting the ability to offer additional membership programs at the country club to grow dues revenue, increase membership count and promote the country club lifestyle and amenities to the NPB community. Recommendations are to:

- a. Offer a limited number of “introductory” golf memberships to NPB residents to introduce them to the lifestyle and amenities of the North Palm Beach Country Club.
- b. Create a combination membership of Tennis & Pool to promote health and wellness.
- c. Create a Wait List deposit

Membership Options:

A. Introductory NPB Resident Golf to include one (1) designee

Fee: \$ 1600

Additional designee for Golf \$ 300.00

Fees do not include taxes.

Membership year runs from April 1st to March 31st

Introductory program would replace the Summer Membership program

Benefits:

1. Unlimited Golf May 1 through first weekend in November (end of daylight savings time). Member would be responsible for any walking or riding fees.
2. Book tee times 7 days in advance extended year round
3. 15% discount on apparel in golf shop extended year round
4. Months of November thru April - golf fees discounted 15% off (resident card) published rates but can make tee times 7 days in advance (allowing access after 4:00pm November thru April at member rate)
5. Access to pool (includes family) year round
6. Limited to residents of North Palm Beach
7. Member Driving Range discount extended year round
8. Access to member short game area
9. Member pricing on all instruction including junior clinics and golf schools

10. Eligible to play in Club Championship
11. Eligible for reciprocal play when North Palm Beach Country Club is closed
12. Ability to have second adult designee for golf for \$ 300.00
13. Access to tennis courts and member pricing on all clinics / instructions year round

NOTE:

A firm cap on the number of these “New” introductory memberships is 48.
 Re-Evaluate at end of Year one (1) to evaluate the Pros and Cons.
 Downgrades would not be applicable.

B. Tennis & Pool Combination Membership

Available to Resident and Non-Residents

Fees do not include taxes

Membership runs from October 1 – September 30. Pro-rate 2020 due to start-date of Feb 1st.

	<u>Resident</u>	<u>Non-Resident</u>	<u>True Res Combined</u>	<u>True Non-Res</u>
Junior	\$179	\$204	\$210	\$240
Single	\$659	\$901	\$775	\$1060
Family	\$974	\$1249	\$1145	\$1468

C. WAIT LIST - Effective – February 1, 2020

\$ 250 deposit to keep name on the golf membership wait list (keeps the wait list real).

\$ 250 deposit would be applied towards the membership fee when joining.

If removing name from wait list after applying \$250 deposit, a gift card in that amount of \$250 will be returned that can be used towards merchandise or golf.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Enterprise	Golf	L2100-06623	Summer Memberships	\$50,000

The new membership dues revenue will replace the budgeted Summer Membership allocation.

Recommendation:

Village Administration recommends Council consideration and approval of additional membership programs for the North Palm Beach Country Club.