

VILLAGE OF NORTH PALM BEACH

**REQUEST FOR PROPOSALS FOR
LANDSCAPING AND GROUNDS MAINTENANCE SERVICES**



VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FL 33408

**ADVERTISEMENT, INSTRUCTION, SPECIFICATIONS,
GENERAL TERMS AND CONDITIONS**

REQUEST FOR PROPOSALS

The Village of North Palm Beach will be receiving sealed proposals to provide **Landscaping and Grounds Maintenance Services**.

Sealed proposals (one original plus five copies and one digital copy) will be received by the Village Clerk's Office at 501 U.S Highway One, North Palm Beach, Florida 33408 until **10:30 A.M. EST on Wednesday, June 12, 2019**. Any proposals received after the time specified will not be accepted and shall be returned unopened to the Proposer. All proposals will be publicly opened and read aloud in the Village Council Chambers.

The Request for Proposals is open to inspection and may be obtained at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408 or on the Village's website: www.village-npb.org.

A **mandatory pre-Proposal meeting** is scheduled for **10:00 A.M. EST on Wednesday, June 5, 2019** at the Village of North Palm Beach Public Works Department, 645 Prosperity Farms Road, North Palm Beach, Florida 33408. Failure to attend the mandatory pre-Proposal meeting may result in the rejection of your Proposal.

No proposal may be withdrawn for a period of sixty (60) days after the scheduled closing date for the receipt of proposals except as otherwise provided in the Instructions to Proposers and Terms and Conditions.

The Village of North Palm Beach reserves the right to reject any or all proposals, to waive technicalities, and to re-advertise. The award, if made, will be made to the most responsive Proposer whose proposal is determined by the Village, in its sole discretion, to be most advantageous.

VILLAGE OF NORTH PALM BEACH, FLORIDA
Andrew Lukasik, Village Manager

Publish: Palm Beach Post
Date: 5/25/2019

Publish: DemandStar
Date: 5/23/2019

Publish: Village of North Palm Beach Website
Date: 5/23/2019

INSTRUCTIONS TO PROPOSERS AND TERMS AND CONDITIONS

GENERAL INFORMATION/PROPOSAL SUBMITTAL

The Proposal Documents consist of:

1. Request for Proposals;
2. Instructions to Proposers and Terms and Conditions;
3. Scope of Work/Specifications
4. Drug Free Workplace Certification;
5. Sworn Statement on Public Entity Crimes;
6. Proposal Form;
7. Standard Contract for Services;
8. Any Addenda issued prior to the date designated for receipt of proposal.

Complete sets of the Proposal Documents shall be used in preparing the submitted Proposal. The Village of North Palm Beach (“Village”) does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. The Proposal Form is to be filled in, signed, and all required documents are to be placed in a sealed envelope bearing the words “**Proposal for Landscaping and Grounds Maintenance Services**” on the outside and mailed or hand-delivered to the Village Clerk on or before the specified time and date. **Each Proposer shall submit one (1) original, five (5) copies and (1) on digital copy of its Proposal.**

A mandatory pre-Proposal meeting is scheduled for **10:00 A.M. EST on Wednesday, June 5, 2019** at the Village of North Palm Beach Public Works Department, 645 Prosperity Farms Road, North Palm Beach, Florida 33408. Failure to attend the mandatory pre-Proposal meeting may result in the rejection of your Proposal.

It is the Proposer’s sole responsibility to ensure that its Proposal is received by the Village Clerk on or before the closing date and time. The Village shall in no way be responsible for delays caused by any other occurrence. Proposals submitted by telephone, telegram or facsimile will **not** be accepted.

The proposal opening time shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. Such proposals shall be returned unopened.

All proposals must be typewritten or filled in with pen and ink. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed or the signature attested to by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All corrections made to the proposal price must be initialed.

Proposers shall not be allowed to modify their proposals after the opening time and date.

Pursuant to Section 119.071(1)(b)2, Florida Statutes, sealed proposals remain exempt from public disclosure until such time as the Village provides notice of its intended decision to accept a Proposal or for thirty (30) days after opening, whichever is earlier.

The submission of a proposal shall constitute an incontrovertible representation by the Proposer that the Proposal Documents and Contract are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the requested services.

CONTACT PERSON

For information concerning this Proposal, please contact:

Susanne Hachigian
Public Works Manager
Village of North Palm Beach
501 US Highway 1
North Palm Beach, FL 33408
561-691-3442

All questions must be submitted in writing by e-mail to shachigian@village-npb.org at least seven (7) days prior to the proposal opening.

ACCEPTANCE/REJECTION

The Village reserves the right to accept or to reject any or all proposals in whole or in part, with or without cause, to waive any informalities and technicalities and to make the award to the Proposer, who in the sole opinion of the Village, is the lowest responsive, responsible Proposer and whose Proposal will be most advantageous to the Village. The Village reserves the right to reject the Proposal of any Proposer who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The Village reserves the right to re-issue the Request for Proposals.

ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal Response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the terms and conditions in this proposal solicitation are the only conditions applicable to the Proposal and the Proposer's authorized signature affixed to the Proposer acknowledgment form attests to this.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of Proposals will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Submission of a Proposal constitutes acknowledgment by the Proposer of the

receipt of addenda. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Proposer to verify that he/she received all addenda issued before Proposals are opened. No authorization is allowed by Village personnel to interpret, or give information as to Proposal requirements in addition to that which is contained in the written Proposal document and addenda.

CONTRACTUAL AGREEMENT

All terms and conditions of the Proposal Documents shall be included and incorporated in the Standard Contract, a copy of which is included in the Proposal Documents. The order of contract precedence shall be the Contract and then Proposal Documents and Proposal Response. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County and the Contract will be interpreted according to the laws of Florida.

FEDERAL AND STATE TAX

The Village is exempt from Federal and State taxes for tangible personal property. However, vendors or contractors doing business with the Village shall **not** be authorized to use the Village's Tax Exemption Number in securing materials for performance of the work associated with this Project.

LEGAL REQUIREMENTS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

VARIANCES

The Proposer shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications for the Contract being proposed. For purposes of proposal evaluation, Proposers must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, the Village shall construe the Proposal to fully comply with the specifications, terms and conditions as given herein.

AWARD

The Village reserves the right to hold all Proposals and Proposal Guarantees for a period not to exceed sixty (60) days after the date of proposal opening stated in the Request for Proposal.

PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the time set for opening of the proposals. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to the Village the goods or services set forth in the attached specifications until one or more of the

proposals have been duly accepted by the Village.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the Village and promptly demonstrates to the reasonable satisfaction of the Village that there was a material and substantial mistake in the preparation of his/her Proposal, that Proposer may withdraw his/her Proposal. Thereafter, that Proposer will be disqualified from further proposals on the work.

CERTIFICATION

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt. Copies of such Certificate and Receipt must be submitted with the Proposal and must be in the name of the vendor shown on the Proposal page.

NON-APPROPRIATIONS

The obligations of the Village to make a Proposal award and execute a Contract under the terms of this "Request for Proposal" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Village, at its sole discretion, shall have the right to reject all proposals.

PROPOSAL FORMS

In filling out proposal forms, Proposers shall be governed by the following provisions.

- (A) Proposals must be made on the blanks provided herewith.
- (B) Proposal amount shall be shown in words and figures.
- (C) Any proposal which in any manner fails to conform to the condition of the published notice may be rejected.
- (D) Proposals must be signed in ink by the Proposer with the signature in full.
- (E) Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Proposal.
- (F) If a Proposer wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Any changes or alteration of prices in the proposal must be initialed. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

QUALIFICATION OF PROPOSERS

This proposal shall be awarded only to a responsible Proposer, qualified by experience to provide the services specified. Each Proposer shall submit the following information with its proposal:

- A. A list of at least three (3) client references providing the client name, address, project representative and telephone number for clients served within the past three (2) years. Include a brief description of the services performed for each client.
- B. List of equipment and facilities available to do the work.
- C. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
- D. List of experience and personnel requirements as set forth in the Scope of Work/Specifications.

Failure to submit the above requested information may be cause for rejection of the Proposal.

REGULATIONS, PERMITS AND FEES

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

INSURANCE REQUIREMENTS

The insurance requirements for the successful Proposer are set forth in Article 7 of the Contract.

TERM OF CONTRACT

The initial term of the proposed contract shall be for a period of three (3) years, commencing on October 1, 2019 and ending on September 30, 2022 and shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. No cost increase to the Village shall be imposed within the initial term or any renewal term unless otherwise agreed to in writing by the parties.

CONE OF SILENCE

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

SCORING CRITERIA

In evaluating the Proposals, the Village anticipates utilizing the following point allocations and criteria (Proposer shall demonstrate ability to perform and/or provide examples of successful performance where applicable):

Max. Points	Category
35	Contract Price
35	Qualifications of Firm and Prior Experience
20	References
10	Location

The point allocations and criteria are subject to change during the evaluation process.

NON-COLLUSION

By submitting a Proposal, each Proposer affirmatively represents that neither the Proposer nor any of its officers, partners, owners, agents, representatives or employees have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer to submit a collusive or sham Proposal or have in any manner directly or indirectly sought by agreement or collusion to fix the prices of the Proposal or to secure through any agreement or collusion any advantage. The prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, or employees.

SCOPE OF WORK/SPECIFICATIONS

VILLAGE OF NORTH PALM BEACH LANDSCAPING AND GROUNDS MAINTENANCE SERVICES

Scope of Work:

The Village of North Palm Beach, hereinafter referred to as the “Village”, is seeking proposals to establish a contract or contracts with a qualified and experienced landscape maintenance company or companies, hereinafter referred to as the “Contractor”, to provide landscaping and grounds maintenance services required under the Request for Proposals (“RFP”), which shall be performed at Village facilities, parks, and public rights-of-way, as identified herein. These services shall be performed in a manner that will maintain healthy turf, shrubs, trees, and plants and present a clean, neat, and professional appearance.

The work consists of providing mowing, edging, trimming, planting, maintenance and repair of grounds, landscaping, shrubs, hedges, and plants, fertilizing, weed control, irrigation maintenance, pest identification/control, mulching, debris pick-up, and general maintenance and supervision, meeting the Performance Standards established herein.

Minimum Qualification Requirements:

Proposer shall hold a current business tax receipt issued in Palm Beach County. Proposer must possess a minimum of five (5) years’ experience performing landscaping and grounds maintenance services under its current business name and ownership under contracts with a similar size, scope, and complexity. The Field Supervisor must have a minimum of three (3) years field supervisory experience on work of a similar size, scope, and complexity. Proposer shall also be required to own or possess under a rental or lease contract specific equipment for use in the performance of the work.

Inspection of Site:

Proposers should familiarize themselves with the Village and the scope(s) of work before submission of a Proposal and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all work required pursuant to the mandates and requirements of this RFP and the contract. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work pursuant to this proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of successful Proposer(s), in every detail, all of the requirements in the contract, nor will they be accepted as a basis for any claims whatsoever for extra compensation.

Award of a Contract:

The Village may award one or more contracts as a result of this RFP. The Village reserves the right to execute or not execute, as applicable, a contract with the successful Proposer(s), where it is determined to be in the Village’s best interests. The Village does not represent that any award will be made.

The award(s) made under this RFP will be a Performance Based Contract(s) and the RFP and

resulting contract included methods and techniques to describe the measurable outcomes rather than direct performance processes, methods, and procedures. The Performance Work Statement (“PWS”) set forth below is used to describe the Scope of Services to be performed and the minimum quality levels to be met by the Contractor. It places the responsibility for how the PWS is accomplished on the Contractor. However, the PWS may in some instance contain specific requirements as to what can or cannot be done to meet the requirements of the PWS.

This enables Contractor to deliver the required Services by following its own best practices. The Primary focus is on the end results, thereby allowing the Contractor flexibility to adjust its processes, as necessary, during the Contract term, in ways that are predicated on continuing to provide the delivered service (outcome) while remaining in accordance with the PWS.

The Contractor shall be fully responsible for providing customer service, quality control and all other services necessary to perform the work. Unless otherwise specified, the Contractor shall determine how often the work is performed, how much labor is needed to perform the tasks, what methods will be used to complete the work, and which supplies, materials and equipment are needed. The Services provided shall meet or exceed the minimum standards as established by the Contract.

Additional Services:

The Contractor may be requested to perform additional services, which shall be issued by the Village through the issuance of Work Orders.

PERFORMANCE WORK STATEMENT

GENERAL CONDITIONS

Description of Services:

The Contractor shall provide all personnel, equipment, tools, supervision, and other items and services both necessary and incidental to ensure that the Landscaping and Grounds Maintenance Services are performed at Village facilities, parks, and public rights-of-way as indicated herein in a manner that will maintain healthy turf, shrubs, and plants and present a clean, neat, and professional appearance. The work shall include but not be limited to, maintenance and repair of grounds, landscaping, shrub pruning, planting, fertilization, clean-up of litter and debris, landscaping operations, and other services as required to provide complete grounds maintenance. The Contractor shall implement turf management practices and horticultural practices as recommended by the Institute for Food and Agriculture Services (IFAS), University of Florida, Gainesville, Florida, as found in the publication "The Florida Lawn Handbook," current edition.

The Contractor shall be fully responsible for providing customer service, quality control and all other services necessary to perform the work. Unless otherwise specified, the Contractor shall determine how often the work is performed, how much labor is needed to perform the tasks, what methods will be used to complete the work, and which supplies, materials and equipment are needed. The Services provided shall meet or exceed the minimum standards as established by the Contract.

All work, unless otherwise specified herein, shall be part of the total amount of the proposal.

Personnel and Equipment Safety Practices:

No activity shall be carried out in a manner that will disrupt, inconvenience, or endanger any member of the traveling public, either pedestrian or vehicular, or patrons to Village parks or facilities. Failure to follow mandated safety practices or guidelines listed herein may result in termination at the Village's discretion.

The Contractor shall maintain all equipment to manufacturer safety specifications. Any equipment that does not meet minimum safety specification, may be prohibited, at the sole discretion of the Village, from being utilized to perform work associated with this contract. Examples of safety violations include, but are not limited to, removal of safety devices from equipment, nonworking safety devices on equipment, body damage or rust exposing blades or moving parts, and exposed belts and/or drive chains.

The Contractor shall provide all personnel, at minimum, with the safety equipment necessary to complete their assigned tasks, as appropriate. All personnel shall wear high-visibility safety apparel, when working within the road right-of-way, which complies with the latest edition of the Florida Department of Transportation Design Standards Index 600. The Village may stop the work of any Contractor crew or individual observed conducting work in a manner deemed unsafe.

The Contractor shall be solely responsible to observe all applicable Florida Department of Transportation maintenance of traffic standards when working within the road right-of-way.

All Contractor personnel shall be required to wear proper attire, which, at a minimum, shall include a standard shirt bearing the company name and/or logo. All personnel shall present a good appearance and maintain a professional code of conduct. All Contractor vehicles shall be clearly identified with the company name and/or logo and present a good appearance. Vehicles and equipment shall be parked in such a manner so as not to obstruct or interfere with pedestrian or vehicular traffic. No storage or provision for storage shall be made on site for maintenance equipment or materials.

Work Schedule and Coordination:

Mowing times shall be between the hours of 8:00AM – 6:00PM, Monday through Saturday. No mowing shall occur on Sundays, July 4th, Thanksgiving Day, Christmas Day, or New Year's Day, unless prior approval has been provided by the Project Manager. The Contractor shall coordinate the maintenance work schedule with the Project Manager so as not to conflict with any scheduled activity or event.

Village Project Manager

Director of Public Works
645 Prosperity Farms Road
North Palm Beach, FL 33408
Phone: (561) 691-3440
FAX: (561) 626-5869
www.village-npb.org

LANDSCAPING AND GROUNDS MAINTENANCE SPECIFICATIONS

The following specifications address the mowing and maintenance of rights-of-way and public grounds landscaping in the Village of North Palm Beach, including trees, shrubs, ground cover, and turf areas. The work outlined shall include, but not be limited to, the following maintenance tasks: mowing, edging, pruning, weeding, mulching, fertilization, and pesticide/herbicide application.

Contractor shall implement turf management practices and horticultural practices as recommended by the Institute of Food and Agricultural Services (IFAS), University of Florida, as found in the publication: "Florida Lawn Handbook," current edition.

List of Maintenance Areas

<u>Location</u>	<u>St. Augustine/Bahia (Sq. Ft.)</u>
Lakeside Park – 805 Lakeside Drive	214,631
Village Hall – 501 U.S. Hwy. 1	35,469
Library – 303 Anchorage Drive	32,467
Public Safety – 560 U.S. Hwy. 1	80,689
Public Works Complex – 645 Prosperity Farms Road	4,680
Osborne Park – 715 Prosperity Farms Road	19,891
Community Center – 1200 Prosperity Farms Road	202,038
Veteran’s Memorial – 303 Anchorage Drive	4,500
Country Club – 951 U.S. Hwy. 1 (Does <u>not</u> include actual golf course)	346,345
Anchorage Park – 603 Anchorage Drive	415,567
Alternate A1A (1 st and 2 nd median north of Northlake Blvd.)	11,100
Northlake Blvd. (Medians - FEC Tracks to U.S. Hwy 1)	43,444
Northlake Blvd. (Right-of-Way – North & South side to include Magnolia Trees)	8,470
U.S. Highway 1 (Medians – Palmetto Road to Carolinda Drive)	110,608
Prosperity Farms Road (Medians – Eagle Way to Burns Road)	7,500
Prosperity Farms Road (Right-of-Way – East & West back of sidewalk to curb)	85,645
Alamanda Drive (St. Claire school access from Alamanda Drive)	7,350
Alamanda Drive (West right-of-way between 1005 Alamanda Drive and end of road)	9,900
Corsair Drive (Edge of pavement to wall between Anchorage Drive and Ebbtide Drive)	18,660
Corsair Drive (Service alley Anchorage Drive to Ebbtide Drive) (Ebbtide drainage swale)	8,495
Dogwood Circle (Median – East of Westwind Drive)	1,425
Ebbtide Drive (Median – East of U.S. Hwy 1)	1,425
Golfview Road (Medians – U.S. Hwy 1 to McLaren Road)	20,384
Lagoon Drive (Island in front of 721 Lagoon Drive)	900
Laurel Court (Island east of Laurel Road)	2,520
Lighthouse Bridge (East and West Bridge Right-of-Way)	13,520
Lighthouse Drive (Medians – U.S. Hwy. 1 to Lakeside Park)	9,825
Lighthouse Drive (Entry way signs south to pump station 50’ off property line)	24,600
Par Court (Median – East of Overlook Drive)	1,725
Wabash Drive – (Right-of-Way from 2561 Wabash Drive to Prosperity Farms Rd.)	1,825
South Anchorage Drive (Median – East of U.S. Hwy. 1)	1,500
South Anchorage Drive (Median – West of U.S. Hwy. 1)	3,075
Yacht Club Drive (Median – East of U.S. Hwy. 1)	1,425
Monet Road (Right-of-Way south side of road)(Park at end of road)	23,250
Juniper Road Canal (Right-of-Way east side of canal only)	57,500
Firetree Road Canal (Right-of-Way south side of canal only)	46,600
Prosperity Farms Road (2509 Wabash Dr and 2510 Sun Cove Rd)	10,000
Prosperity Farms Road (2501 Sun Cove Ln)	4,500
Prosperity Farms Road (2508 Pepperwood Circle)	3,500
Prosperity Farms Road (2509 Pepperwood Cir S.)	2,750
Prosperity Farms Road (2510 Pepperwood Cir S.)	3,500
Prosperity Farms Road (2511 Pepperwood Cir N.)	2,000
Total	(St. Augustine/Bahia) 1,905,198

Section One: St. Augustine/Bahia Grass

Sequence of Work:

The Village recommends the following sequence of work for mowing cycles for St. Augustine/Bahia grass:

1. Litter/Debris Removal
2. Edging
3. Trimming
4. Mowing

Litter/Debris Removal:

Litter removal from parks is performed for aesthetic and safety reasons. It is desired to present a pleasing appearance and environment to the patrons of our parks as well as to motoring and pedestrian traffic within the Village, but it is more important to provide safety. Litter in the parks is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the parks, the motorists, pedestrians, and the equipment operators.

The Contractor shall perform litter and debris removal in all areas where work is performed. Responsibilities shall include, but not be limited to, the removal and disposal of all natural debris, (tree limbs, fallen trees, dry brush, dead animals, etc.), and man-made debris (glass/plastic bottles, food wrappers, plastic bags, Styrofoam/plastic cups, tire pieces, lumber, household items, vehicle parts, metal junk, packaging materials, campaign/advertising or other signs and postings, etc.. Leaves shall be removed from all sidewalks, pathways, and paved areas.

Contractor shall sweep all driveways, parking areas and sidewalks where turf cuttings and trimmings are evident as well as any dirt or stones resulting from the work and remove the trimmings, dirt, and stones from the premises. Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives, gutters, curbs, and other hardscape surfaces on the same day as mowed or trimmed.

Contractor shall properly dispose of all litter and debris at off-site locations in accordance with existing federal, state, and local regulations. Village facility dumpsters or other containers are not to be used for disposal of any litter, debris or turf trimmings.

Contractor shall notify the Project Manager immediately of any debris or any other situation(s) that create a hazardous condition.

Edging:

Sidewalks, parking lots, driveways, curbs, and other concrete or asphalt edges shall be edged concurrently (same day) with each mowing cycle. Edging height shall match surrounding area turf heights and shall be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting. All sidewalks, driveways, parking lots, street edges, curbs, and other paved areas shall be edged to maintain a clear zone immediately adjacent to paved surfaces and to provide uniform edge lines.

Edging of all sidewalks, driveways, parking lots, street edges, curbs, and other paved areas shall be accomplished by mechanical (cutting or trimming by machine) means. A mechanical blade edger shall be used for all edging. Edging with string-type trimmers is not permitted. Mechanically edge all landscaping bed/sod interfaces, including individual tree rings (24" from outside of tree trunk, minimum). The use of any chemical controls for the purpose of edging shall be subject to the approval of the Project Manager in accordance with the requirements of the contract documents.

The contractor is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks. Extreme care shall be exercised to prevent damage to concrete during the edging process.

Dirt and debris produced by edging or trimming shall be removed and swept from adjacent hard surfaces.

Trimming:

Trimming shall be performed concurrently (same day) as turf mowing. Trimming height shall match surrounding area turf heights. Turf shall be trimmed, using line trimming or other standard industry practices or sprayed in a manner that does not leave dead or dying grass in areas around trees, shrubs, buildings, fences, light poles, sign posts, fire hydrants, picnic tables, benches, parking lot bumper blocks, boulders, or other fixed obstacles. Trimming around trees shall be done so as to leave a neat tree ring appearance.

Trimming shall be done in such a way as to avoid damaging the trunk, bark, or roots of trees and shrubs. Trees or shrubs damaged as a result of line trimming shall be replaced by the Contractor. If vegetation should die or become unhealthy due to line trimming damage, the Contractor will be responsible for repairing or replacing the damaged vegetation with vegetation of the same size and type. Vegetation replacement shall occur within fifteen (15) days of noticed damage. Repair or replacement required as result of the Contractors work shall be completed by Contractor at no cost to the Village.

Filament-type trimmers are permitted for use to trim around the base of such fixed structures as cable, telephone, and transformer boxes, drainage basins, and concrete poles. Items such as wooden ground signs and architectural entrance features shall be trimmed in such a manner so as to eliminate any damage to paint and structural features.

All cuttings shall be removed immediately after trimming.

Mowing:

Properly maintained grass and vegetation provide a pleasing appearance and proper ground cover for recreational areas are essential elements of a healthy community. More vitally, it presents less chance of defects and potential safety problems, including a reduction in possible injuries during recreational activities, as a result of improperly maintained turf.

All turf shall remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. Mowing cycles shall alternate cutting direction, at a minimum of monthly. Mowing equipment blades shall be sharpened, as often as necessary, to cut grass with a clean edge. Grass shall be mowed in a manner that it does not appear torn, ripped, shredded, or

otherwise exhibits uneven rough cutting. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Project Manager, at no additional cost to the Village.

The standards for mowing are:

Contractor shall perform one (1) mowing cycle per week during the months of April, May, June, July, August, September, and October for all St. Augustine/Bahia turf areas. Contractor shall perform one (1) mowing cycle biweekly (every other week) during the months of November, December, January, February, and March for all St. Augustine/Bahia turf areas. Contractor shall perform one (1) mowing cycle per week during the entire calendar year for the Village Hall and the Village Library locations. Any additional cuts required to meet the Performance Standards shall be performed at no additional cost to the Village.

The heights established below will promote a healthy turf and will provide for a neat and professional appearance. All turf areas shall look well-manicured at all times. The ranges for the turf mowing height, which vary by season, are:

Winter Months (Nov. 1st to March 31th)

Summer Months (April 1st to October 31st)

St. Augustine/Bahia grass: 3” to 4”

St. Augustine/Bahia grass: 2½” to 3”

There shall never be visible rows or clumps of turf clippings allowed to remain on turf areas that have been cut. Grass clippings may be mulched to remove clumping or reduce visibility or the clippings must be removed from the site. No turf clippings or trimming shall be left in any of the flower beds, mulched areas, or paved areas. Sidewalks and other paved areas shall be swept or vacuumed free of any resulting dirt and debris.

Turf shall be free of bare ground, which is defined as any single area of five (5) square feet without full and healthy vegetation. Bare grass areas shall be restored and reseeded or re-sodded and soil conditions improved at no cost to the Village. All stones and rubbish that appear on the surfaces shall be removed. The areas shall be seeded after grading and sufficiently watered to promote growth. Areas damaged by disease, vehicular traffic, removal of vegetation, erosion or construction, shall be restored and reseeded as approved by the Project Manager to match the existing turf. The type of grass seed to be used is to be based upon the amount of shade and soil as analyzed by approved testing methods.

The Contractor shall perform soil and/or water testing and sampling at the Project Manager’s request, which shall be conducted by a college or university with a specialty in land management or a commercial laboratory; such tests are the responsibility of the Contractor.

Section Two: Shrubs, Groundcover, and Flowerbeds

Landscaping:

All landscaping shall be maintained in a healthy, neat, and attractive condition and shall be maintained in accordance with the American Society of Landscape Architect's standards.

Contractor shall fertilize, water (as necessary), trim, eliminate weeds, add or replace mulch around all landscaping and flower beds as within in the properties, and repair or replace damaged or dead landscaping. Dying or dead shrubs, hedges, plants and flowers shall be replaced at no cost to the Village, unless the condition of the landscaping is due to an outside third party, force majeure, or directly by the Village's representatives. Examples include damage due to vehicular accidents, third party pruning, hurricanes, etc.

The Contractor shall maintain existing flowerbeds. Regular maintenance includes weeding, fertilization, and watering, as necessary, during dry periods. Grass and weeds shall not be permitted to grow above the flower beds; and all flowers shall be kept trimmed from curbs, sidewalks, streets and/or parking areas.

Pruning:

The Contractor shall perform pruning as often as necessary to maintain a consistently uniform appearance on hedges, shrubs, trees, and ground cover. Shrubs shall be pruned to enhance their beauty and health and to maintain their natural growth characteristics, including height and shape. The Village shall establish plant material height and characteristics of various planting areas.

The Contractor shall perform pruning as often as necessary to maintain a consistently uniform appearance on hedges, shrubs, trees, and groundcover. Pruning shall include, but not be limited to, the following:

- Dead, dying, or unsightly branching.
- Sprouts growing from or near the base of the plant.
- Nuisance growth that interferes with view, walks, lighting, or signage.
- Foliage shall be maintained at a minimum distance of 1 foot from walkways, sidewalk, pathways, and other pedestrian thoroughfares.

Section Three: Trees and Palms

Pruning:

The Contractor shall perform pruning as often as necessary to maintain a consistently uniform appearance on hedges, shrubs, trees, and groundcover. Shrubs shall be pruned to enhance their beauty and health and to maintain their natural growth characteristics, including height and shape. The Village shall establish plant material height and characteristics of various planting areas.

The Contractor shall be responsible for the pruning of specimen trees, palm trees, and hardwood trees to a height of 16 feet as measured from the ground level. Dead palm fronds shall be removed from the palm head and trunk of any palm species up to the defined height of 16 feet, including Washingtonian Palms. Hurricane cut shall not be permitted, unless directed by the Project Manager.

The Contractor shall perform pruning as often as necessary to maintain a consistently uniform appearance on hedges, shrubs, trees, and groundcover. Pruning shall include, but not be limited to, the following:

- Dead, dying, or unsightly limbs of the tree.
- Sprouts growing from or near the base of the tree.
- Crossed branches.
- Nuisance growth that interferes with view, walks, lighting, or signage.
- Trees limbs shall be maintained at a minimum height of 8 feet above walkways, sidewalk, pathways, and other pedestrian thoroughfares.

Sharp and proper pruning tools shall be utilized to remove any portions of trees, including any growth suckers.

Section Four: Weed Control

Weed Control:

The Contractor shall perform weed control as often as necessary to prevent the encroachment of weeds into established turf and landscaping, including grass areas, around trees, shrubs, hedges, flower beds, sidewalks, fencing, paved areas, concrete areas, etc. Contractor may use herbicides to kill all weeds and foreign grasses in the performance of the work. Use and application shall be in strict compliance with the manufacturer's label directions and federal, state, and local regulations. Contractor shall only utilize herbicides registered by the EPA and the Florida Department of Agriculture and Consumer Service's Bureau of Pesticides. The use and application of any pesticides must comply with Chapter 487 of the Florida Statutes and Chapter 5E-2 of the Florida Administrative Code. Weed control shall be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, jogging path, curbs, parking lots, fences, in expansion joints, etc. At no time shall there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas, or fences. Under no circumstances shall any tree planted in a sodded area be weeded with a filament type trimmer.

All ditch lines shall be line trimmed and weeded to prevent tall weeds or grass from showing above ditch. The Contractor shall trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.

Landscaping, including all flower beds, shall receive weed control to eliminate unsightly and/or noxious weeds. All flowerbeds are to be maintained free of weeds and grass. If herbicides are used for weed control, visibly dying or dead weeds, in mulched areas or flower beds, shall be removed no later than the next scheduled mowing cycle. Chemical application for the control of weeds shall not be permitted where sucker sprouts are present. All sucker growth must be removed, using proper pruning techniques, prior to the use of Round-up. All vines growing along or on fences shall be removed unless the Project Manager directs in writing that they are to remain in a specific area.

Applicators shall be licensed in accordance with State regulations and shall follow all manufacturer label application rates, safety precautions and disposal directions.

Turf shall be free of the following, or similar, undesired vegetation alone or in combination and as further identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the

University of Florida:

1. Annual, Purple, and Yellow Sedge
2. Broomsedge
3. Castor Bean
4. Cogon grass
5. Crowsfoot
6. Dogfennel
7. Goosegrass
8. Johnsongrass
9. Maiden Cane
10. Ragweed
11. Rhodes grass
12. Sandspur
13. Spanish Needle
14. Tropical Soda Apple
15. Vaseygrass
16. White Clover
17. Dollarweed

The Contractor shall be required to obtain the prior written approval of the Project Manager prior to the use of any herbicide(s). Any proposed changes in approved herbicide usage shall be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.

Contractor shall maintain records of all herbicide usage on a Contractor provided form. This form shall be filled out as weed control operations are performed, and all entries must be available for inspection upon request from the Project Manager.

Section Five: Insect and Disease Control

Insect and Disease Identification and Control:

The Contractor shall have the responsibility for the control of turf and plant insect and disease(s). The Contractor shall perform insect and disease control as often as necessary to prevent the establishment of insects and disease in established turf and landscaping, including grass areas, around trees, shrubs, hedges, and flower beds. All turf and plant material shall be maintained in a healthy and sustainable condition. Contractor shall only use those pesticides and disease control methods that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq., and any regulations issued thereunder. Due to the environmentally sensitive location and nature of the Village's parks and roadways, all pesticides and fungicides applications shall be performed so as to avoid impacts to surrounding mangroves, waterways, or aquatic life. All pesticide and fungicide applications shall be performed by duly licensed applicators in strict accordance with all federal, state and local regulations. Any treatment that may damage any portion of grounds shall be performed in accordance with federal and state regulations. Any pesticides shall be applied by Florida licensed and certified personnel.

Should the Contractor fail to report any disease(s) of pest infestation(s) that result in damage to the Park or Roadway areas under the responsibility of the Contractor, the Contractor shall replace or

repair such damage, including but not limited to; re-sodding of areas, replacement of shrubs or bushes, etc.

This is a Performance Based Contract(s) and the RFP and resulting contract includes methods and techniques to describe the measurable outcomes rather than direct performance processes, methods, and procedures. The performance work statement (PWS) is used to describe the Scope of Services to be performed, the minimum quality levels to be met by the Contractor and is included as Attachment A. It places the responsibility for how the PWS is accomplished on the Contractor. However, the PWS may in some instance contain specific requires as to what can or cannot be done to meet the requirements of the PWS. This enables Contractor to deliver the required Services by following its own best practices. The Primary focus is on the end results, thereby allowing the Contractor flexibility to adjust its processes, as necessary, during the Contract term, in ways that are predicated on continuing to provide the delivered service (outcome) remaining in accordance with the PWS.

The Contractor shall perform fire ant control as often as necessary to prevent the establishment of fire ant colonies in established turf and landscaping, including grass areas, around trees, shrubs, hedges, and flower beds.

The Contractor assumes all liability for damage and/or injury resulting from accident of misuse of these products and/or equipment. The Village retains the right to prohibit the use of any herbicide or pesticide. The posting of any required notifications regarding re-entry periods, if required, is the responsibility of the Contractor.

The Contractor shall be required to obtain the prior written approval of the Project Manager prior to the use of any pesticide(s). Any proposed changes in approved pesticide usage shall be submitted for the Project Manager's approval at least five (5) working days in advance of the anticipated usage.

Contractor shall maintain records of all pesticide usage on a Contractor provided form. This form shall be filled out as weed control operations are performed, and all entries must be available for inspection upon request from the Project Manager.

Section Six: Fertilization

Fertilizing:

The Contractor shall perform an effective commercial fertilizer program in a manner that will maintain healthy turf, shrubs, trees, and plants and present a clean, neat, and professional appearance. Fertilizer shall be applied, at minimum, on the following schedule:

St. Augustine & Bahia grass	January, April, July, October
Groundcover, Shrubs, Ornamentals	January, April, July, October
Trees (Canopy and Palms)	January, May, September
Canals – Banks & Right-of-Way	January, May, September

Fertilizers shall be commercial grade and must be approved in advance by the Project Manager and shall be applied in accordance with the manufacturer's instructions. The type and amount of

fertilizer applied shall be based on the desired performance work standard of maintaining turf, scrubs, and trees that are healthy, full formed, lush, and aesthetically pleasing.

Contractor shall notify the Project Manager one (1) week in advance of fertilizing so that the Project Manager can make any necessary changes to Village operations or activities. Contractor shall maintain records of all fertilizer usage on a Contractor provided form. This form shall be filled out as fertilizing operations are performed, and all entries must be available for inspection upon request from the Project Manager.

Contractor shall apply the scheduled fertilizing in accordance with the PWS. The Contractor shall be compensated in accordance with the prices established in the Contract, after the Project Manager accepts the fertilizing work. The Project Manager, in consultation with the Contractor, may postpone or cancel a scheduled application of fertilizer. The Village shall only pay the Contractor when the fertilizer is applied. The forms documenting the application shall be submitted with the Contractor's invoice for the same period.

Contractor may need to apply additional fertilization in some areas of the work during the year to control weed growth and/or promote the health of the turf, trees, and plants. Such application(s) of fertilizer shall be performed at no additional cost to the Village.

Fertilizer shall be delivered in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and federal laws. In lieu of containers, fertilizer may be furnished in bulk if accompanied by a certificate indicating the above information with each delivery.

All residual fertilizers remaining on any hardscape surfaces shall be removed immediately after the application process is completed to avoid staining.

Section Seven: Irrigation Maintenance

Irrigation System Maintenance:

The Village shall provide for irrigation and maintenance of established systems.

The Contractor shall be responsible for ensuring due care of all irrigation systems maintained by the Village. The Contractor shall within thirty (30) days of execution of a contract become familiarized with the Village irrigation systems. The Contractor shall notify the Village of any irrigation related issues that may impact the performance of work.

The Contractor shall observe all work areas prior to mowing. Irrigation heads that remain in an extended position are the responsibility of the Contractor to reset. The Village shall be reimbursed for the purchase of materials and labor to maintain the irrigation system where the repair or replacement results from damage caused by the Contractor. The Village agrees that such damages will be demonstrated to the Contractor as deficient work. The Contractor may undertake immediate repair of the damaged irrigation system, by a qualified technician, or agrees to reimburse the Village for repair expenses and labor as a deduction to the corresponding monthly payment invoice.

Any existing damage to the irrigation systems, including but not limited to: missing or inoperable heads; damaged controls or pumps; missing valve box lids; or damaged valves shall be reported to

the Project Manager so repairs can be scheduled.

The Contractor will be responsible for all irrigation in the common areas of the North Palm Beach Country Club, except the golf course and clay tennis courts. Village staff will not perform any irrigation work on the NPBCC property..

Section Eight: Mulch

Mulch:

Contractor shall maintain at least three inches (3") of shredded cypress mulch, or approved equal, around all landscaping and flower beds, which shall extend two feet (2') from the base of the landscaping. Contractor shall mulch three (3) times per year in the months of April, August and December for the following:

- Tree rings and collars.
- Flowering beds and plant beds.
- Hedge lines.
- Median beds.

The annual replacement of mulch shall be completed in the months of April, August and December and shall be compensated in accordance with the cost(s) established in the Contract. The Project Manager shall have the discretion to postpone or eliminate a replacement cycle(s).

Section Nine: Special Services

Special Services:

Upon notification by the Project Manager, through the issuance of a work order, the Contractor shall perform special landscaping and maintenance required in areas covered under the Contract. Upon notification of the need for special landscaping and/or grounds maintenance, the Contractor shall respond to the Project Manager within twenty-four (24) hours to meet with the Project Manager and schedule the work.

Type of work shall include, but not be limited to, the following:

- Tree pruning/trimming outside of the specifications of the contract.
- Post event clean-up, such as litter removal.
- Landscape plant material removal and/or installation.

Section Ten: Equipment Utilization and Condition

The Contractor shall utilize the necessary industry standard equipment to perform the work outlined in this contract. The equipment shall be maintained to ensure peak performance. The following equipment performance standards shall apply to all work under this contract:

- Mowers shall be the proper type and size to complete mowing cycles.
- Mechanical edger blades shall be maintained to provide a clean vertical cut.
- Hedge trimmers shall be maintained to provide a clean cut without evidence of tearing or shredding.

- Hand pruners shall be maintained to provide a clean cut without evidence of tearing, bruising, or shredding.
- Spray tanks shall be maintained to prevent accidental spillage from wands, fittings, and attachments.

Section Eleven: Inspection and Invoicing

Inspection:

The Village will inspect sites at the completion of each mowing cycle and notify the Contractor of conditions. If any are found to be non-compliant with the conditions and specifications outlined in this contract, formal written notice will be given.

The Village shall not be invoiced for any work expense related to non-compliant items found according to the conditions or specifications outlined in the contract. Work deemed incomplete will not be reimbursed by the Village and will be at the Contractor's expense. Trees, shrubs, plants, or sod damaged beyond repair due to Contractor's negligence, in the judgment of the Project Manager, will be replaced at the Contractor's expense. These replacements will be subject to a one (1) year full warranty.

Invoicing:

The Contractor shall submit a monthly invoice on the first business day each month, itemizing all maintenance items performed during the previous month.

The Contractor shall provide, at a minimum, the following with each monthly invoice:

- Monthly invoice for services performed in the preceding month.
- A schedule of all maintenance items to be performed the following month. The schedule shall include dates, times, and locations of the scheduled anticipated work in the forthcoming month.
- A schedule of herbicides, pesticides, fertilizers, or other horticultural chemicals applied during the invoiced period which includes identification of the chemical applied, weed/pest controlled, date of application, time, name of applicator, and method of application.

PROPOSAL FORM

Section One:

In accordance with the terms and conditions stated in the Request for Proposals (RFP) requesting all goods and services for Landscaping and Grounds Maintenance Services, the undersigned proposes the following to the Village of North Palm Beach:

_____ (Proposer's legal name) certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum on an annual basis:

Written Dollar Amount

(\$ _____)

Section Two:

In recognition that the Village may seek to add new areas or subtract existing areas from the services performed pursuant to this proposal, the Village is also seeking unit prices for such services. In adding or subtracting landscape maintenance areas, the Proposer agrees to the following unit prices:

1. Mowing St. Augustine/Bahia grass (all listed items) \$ _____ Sq. Ft.
 - A. Mowing schedule in PWS
 - B. Edging
 - C. Pruning and weeding of landscape beds (monthly)
 - D. General clean up (including removal of paper and debris on sodded areas, removal of debris at curb and pavement interfaces, and removal of vegetation growing in hardscape surfaces.

2. Mowing and Edging Only – St. Augustine/Bahia \$ _____ Sq. Ft.

3. Weed Control (Sod) \$ _____ Sq. Ft.

4. Mulch (Cypress shredded or equivalent) \$ _____ Sq. Yd.

5. Fertilization
 - A. St. Augustine/Bahia Grass \$ _____ /1,000 Sq. Ft.
 - B. Ground Cover, Shrubs, Ornamentals \$ _____ /1,000 Sq. Ft.
 - C. Trees (Canopy and Palms) \$ _____ /Each
 - D. Canals – Banks and Rights-of-Way \$ _____ /1,000 Sq. Ft.

6. Pesticides

- A. Turfgrass Areas \$ _____ Sq. Ft.
- B. Fire Ant Control \$ _____ Sq. Ft.

7. Labor Costs (Work not governed by contract specifications)

- A. Supervisor \$ _____/Hour
- B. Laborer \$ _____/Hour
- C. Crew (Supervisor/3 Laborers) \$ _____/Hour

8. Equipment (Work not governed by contract specifications)

- A. Chainsaw \$ _____/Hour
- B. Chipper \$ _____/Hour
- C. Dump body truck \$ _____/Hour
- D. Pick up truck \$ _____/Hour

9. Irrigation (Work generated on an “as needed basis”
Parts and materials supplied by the Village) \$ _____/Hour

10. Tree Trimming/Debris Removal (Work not governed
by contract specifications) \$ _____/Hour

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

Fed. ID# or SSN: _____

Address: _____

Telephone No.: _____ Fax Number: _____

Contact representative: _____

E-mail: _____

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFP, and proposes and agrees that if this proposal is accepted by the Town, the Proposer will enter into the standard Town contract to provide the services as stated in this proposal and in accordance with the terms and conditions of this RFP and as indicated in this Proposal Form.

Authorized Representative’s Signature

Date

Name:

Position:

DRUG FREE WORKPLACE

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

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

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

Proposer's Signature

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

Whose business address is _____

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

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

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

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

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

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of

goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2019 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

CONTRACT

This Contract is made as of the _____ day of _____, 2019, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and _____, a _____ corporation or partnership authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is _____.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the VILLAGE all goods and services requested under the Request for Proposals for **Landscaping and Grounds Maintenance Services for the Village of North Palm Beach** (“RFP”) and as further stated in CONTRACTOR’s Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF THE CONTRACTOR.

The CONTRACTOR shall provide all goods and services as stated in the Proposal Documents and the Scope of Work referenced therein, which are incorporated herein by reference, in accordance with the CONTRACTOR’s Proposal to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the Work is provided.

ARTICLE 2. TERM/COMMENCEMENT DATE

This agreement shall become effective October 1, 2019 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Article 8. This contract shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days’ written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

ARTICLE 3. VILLAGE’S REPRESENTATIVE.

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

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. Generally - The VILLAGE agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR’S Proposal is incorporated herein by reference. The total and cumulative amount of this contract shall not exceed the amount of funds budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.

B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

ARTICLE 5. INDEMNIFICATION.

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

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

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

ARTICLE 6. PERSONNEL.

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

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

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

ARTICLE 7. INSURANCE

A. Prior to execution of this Contract by the VILLAGE the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The

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

B. The CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability, including Professional Liability Errors and Omissions insurance in the amount of \$1,000,000.00 in aggregate to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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

E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH as an "Additional Insured".

ARTICLE 8. TERMINATION

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

A. Stop work on the date and to the extent specified.

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

ARTICLE 9. SUCCESSORS AND ASSIGNS

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

ARTICLE 10. GOVERNING LAW, VENUE AND REMEDIES

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

ARTICLE 11. EXCUSABLE DELAYS

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

Upon the CONTRACTOR'S request, the VILLAGE shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of

this Contract shall be revised accordingly; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the VILLAGE shall be that of an Independent Contractor and not as employees or agents of the VILLAGE.
- B. The CONTRACTOR does not have the power or authority to bind the VILLAGE in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 13. NONDISCRIMINATION

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

ARTICLE 14. ENFORCEMENT COSTS

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

ARTICLE 15. AUTHORITY TO CONDUCT BUSINESS

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

ARTICLE 16. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this

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

ARTICLE 17. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 18. MODIFICATIONS OF WORK

A. The VILLAGE reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the VILLAGE'S notification of a contemplated change, the CONTRACTOR shall, in writing, provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the VILLAGE, provided, however, modifications to the Scope of Work based solely on the unit pricing set forth in the Proposal shall not require a formal amendment to this Contract and may be approved in writing by the Village Manager.

ARTICLE 19. NOTICE

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

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, Florida 33408
Attention: Andrew Lukasik, Village Manager

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT

The VILLAGE and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except in accordance with Article 18 (Modifications of Work).

ARTICLE 21. PROTECTION OF WORK AND PROPERTY

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

ARTICLE 22. WAIVER

Failure of the VILLAGE to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of VILLAGE'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 23. PREPARATION

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

ARTICLE 24. MATERIALITY

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

ARTICLE 25. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the VILLAGE and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 26. DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the

occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the VILLAGE which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 27. AUDITS

If applicable, the Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, United States Department of Energy or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion.

ARTICLE 28. LEGAL EFFECT

This Contract shall not become binding and effective until approved by the VILLAGE Council of the VILLAGE of North Palm Beach its designated representative.

ARTICLE 29. REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Agreement has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 30. INSPECTOR GENERAL

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

ARTICLE 31. PUBLIC RECORDS

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

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

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

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

CONTRACTOR:

BY: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____

DARRYL C. AUBREY
MAYOR

ATTEST:

BY: _____

MELISSA TEAL,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____

LEONARD G. RUBIN, ESQUIRE
VILLAGE ATTORNEY