



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, AUGUST 10, 2023
7:00 PM

David B. Norris
Mayor

Susan Bickel
Vice Mayor

Darryl C. Aubrey
President Pro Tem

Mark Mullinix
Councilmember

Deborah Searcy
Councilmember

Chuck Huff
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

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

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

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

1. Minutes of the Regular Session held July 27, 2023

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

CONSENT AGENDA

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

2. **RESOLUTION** – Accepting a proposal from BD Environmental Group, LLC for the installation of Cured In Place Pipe Liners at three locations within the Village at a total cost of \$28,900; and authorizing execution of the Contract.
3. **RESOLUTION** – Accepting a proposal from Inliner Solutions, LLC for the installation of Cured In Place Pipe Liners on Privateer Road at a total cost of \$33,761; and authorizing execution of the Contract.
4. Receive for file Minutes of the Planning Commission meeting held 5/2/23.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

5. **1ST READING OF ORDINANCE 2023-13 – CODE AMENDMENT – HOME OCCUPATIONS** Consider a motion to adopt on first reading Ordinance 2023-13 amending Article I, "In General," of Chapter 17, "Licenses and Miscellaneous Business Regulations," by Amending Section 17-3, "Home Occupations," to comply with Florida Law.
6. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2023-10 – CODE AMENDMENT – ANCHORAGE PARK LAUNCH RAMP STICKERS** Consider a motion to adopt and enact on second reading Ordinance 2023-10 amending Article II, "Boat Launching Area," of the Village Code of Ordinances by amending Section 5-33 to modify the required location for Anchorage Park launch ramp stickers.
7. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2023-11 – COUNTRY CLUB BUDGET AMENDMENT** Consider a motion to adopt and enact on second reading Ordinance 2023-11 amending the adopted Country Club Budget for Fiscal Year 2023 to transfer \$800,000 from the Special Projects Fund to the Country Club Construction and Major Renovation Account to fund the replacement of the tennis court lighting and fencing.
8. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2023-12 – CODE AMENDMENT– PEDDLERS OR SOLICITORS** Consider a motion to adopt and enact on second reading Ordinance 2023-12 amending Chapter 17, "Licenses and Miscellaneous Business Regulations," of the Village Code of Ordinances; amending Article II, "Local Business Tax," by amending Section 17-33, "Business Tax Schedule," to remove the annual tax for Canvassers and Solicitors; amending Article VIII, "Peddlers and Solicitors," by amending Section 17-88, "Limitation on hours for Peddling and Solicitation," to modify the permissible hours and Section 17-90, "Notice by Property Owners," to clarify the enforcement on private property.

OTHER VILLAGE BUSINESS MATTERS

9. **MOTION** – Consideration of the presentations and approval of a motion accepting the ranking of the firms, as determined through the Council's evaluation for the completion of a Master Plan for Osborne Park and the Community Center; and authorizing Staff to commence negotiations with the top-ranked firm.
10. **RESOLUTION – COMMUNITY CENTER ATHLETIC FIELD FENCING** Consider a motion to adopt a resolution accepting a proposal from Daniels Fence Corp. for the supply and installation of new fencing around the Community Center Athletic Field at a total cost not to exceed \$99,411; and authorizing execution of the Contract.
11. **RESOLUTION – COUNTRY CLUB TENNIS COURT LIGHTING** Consider a motion to approve a Contract with Musco Sports Lighting, LLC for the purchase and installation of new tennis court lighting at the North Palm Beach Country Club at a total cost of \$650,000; and authorizing execution of the Contract.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

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

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

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



DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JULY 27, 2023

Present:

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

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

Mayor Norris announced that Item Number 11, Resolution - Country Club Golf Course Netting Installation had been pulled from the agenda and that a Resolution approving an Interlocal Agreement with Palm Beach County for use of grant funds to purchase emergency medical services equipment was added to the agenda.

APPROVAL OF MINUTES

The Minutes of the Regular Session held July 13, 2023 were approved as written.

CONSENT AGENDA APPROVED

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

Resolution approving a Blanket Purchase Order for the Public Works Department with GT Supplies, Inc. in the total amount of \$75,000 for dumpster repairs.

Resolution accepting a proposal from Integrity Landscape, LLC for swale renovations on specified Village roadways at a total cost of \$32,300; and authorizing execution of the Contract.

Receive for file Minutes of the Environmental Committee meeting held 6/5/23.

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

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

ORDINANCE 2023-10 CODE AMENDMENT – ANCHORAGE PARK LAUNCH RAMP STICKERS

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Aubrey to adopt on first reading Ordinance 2023-10 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE II, “BOAT LAUNCHING AREA,” OF CHAPTER 5, “BOATS, DOCKS AND WATERWAYS,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 5-33 TO MODIFY THE REQUIRED LOCATION FOR ANCHORAGE PARK LAUNCH RAMP STICKERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of Leisure Services Zak Sherman explained the reason for the code amendment. The Waterways Board and the Recreation Advisory Board had recommended changing the code that related to the placement of launch ramp stickers on vehicles using the boat ramp at Anchorage Park. The current ordinance states that all vehicles must have a Village launch ramp sticker permanently affixed to the vehicle, visible from behind. The proposed revision would specify that the launch ramp sticker should be permanently affixed to the driver side trailer tongue.

Councilmember Searcy expressed her concern regarding semi-trucks using the boat launch ramps to load building supplies.

Mr. Sherman explained and discussed steps that the Recreation Department was taking to monitor and address the situation.

Discussion ensued between Mr. Sherman and Councilmembers regarding possible solutions to the issue of unpermitted uses of the boat launch ramps.

Mr. Rubin stated that the code allows Council to adopt rules and regulations related to the use of the boat launch ramps.

Thereafter, the motion to adopt on first reading Ordinance 2023-10 passed unanimously.

ORDINANCE 2023-11 COUNTRY CLUB BUDGET AMENDMENT

A motion was made by Councilmember Mullinix and seconded by Vice Mayor Bickel to adopt on first reading Ordinance 2023-11 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED COUNTRY CLUB BUDGET FOR FISCAL YEAR 2023 TO TRANSFER \$800,000 FROM THE SPECIAL PROJECTS FUND TO THE COUNTRY CLUB CONSTRUCTION AND MAJOR RENOVATION ACCOUNT TO FUND THE REPLACEMENT OF THE TENNIS COURT LIGHTING AND FENCING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff explained that the Country Club’s tennis court lighting and fencing have eroded to the point of becoming a safety issue. The internal and external lights would be replaced with a new LED lighting system provided by Musco Sports Lighting LLC.

ORDINANCE 2023-11 COUNTRY CLUB BUDGET AMENDMENT *continued*

Mr. Huff explained that staff was requesting the approval of an amendment to the Country Club Budget to transfer \$800,000 from the Special Projects Fund to the Country Club Construction and Major Renovation Fund in order to fund the purchase.

Vice Mayor Bickel asked if the installation of the new lighting system would affect the new landscaping and plants that were planted along the U.S. Highway 1 side of the tennis courts.

Mr. Huff stated that he did not believe the landscaping along U.S. Highway 1 would be affected since there were no electrical lines that run underneath that landscaping.

Thereafter, the motion to adopt on first reading Ordinance 2023-11 passed unanimously.

ORDINANCE 2023-12 CODE AMENDMENT – PEDDLERS OR SOLICITORS

A motion was made by Councilmember Searcy and seconded by President Pro Tem Aubrey to adopt on first reading Ordinance 2023-12 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 17, “LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS,” OF THE VILLAGE CODE OF ORDINANCES; AMENDING ARTICLE II, “LOCAL BUSINESS TAX,” BY AMENDING SECTION 17-33, “BUSINESS TAX SCHEDULE,” TO REMOVE THE ANNUAL TAX FOR CANVASSERS AND SOLICITORS; AMENDING ARTICLE VIII, “PEDDLERS AND SOLICITORS,” BY AMENDING SECTION 17-88, “LIMITATION ON HOURS FOR PEDDLING OR SOLICITATION,” TO MODIFY THE PERMISSIBLE HOURS AND SECTION 17-90, “NOTICE BY PROPERTY OWNERS,” TO CLARIFY THE ENFORCEMENT ON PRIVATE PROPERTY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin discussed and explained the purpose and reasons for the code amendment. The code amendment would revise the fee charged to solicitors by removing the required \$346.50 annual business tax and leaving only the \$115.50 charge per peddler or solicitor, and revise the permissible time for a person holding a permit to engage in peddling and soliciting activities to between the hours of 9:00 a.m. and dusk, Monday through Saturday. The last sentence of Section 17-90 of the Village Code was amended to read as follows: “Where streets are privately owned, the owner may post a clearly legible sign at each entrance to the privately owned street indicating that peddling or soliciting is prohibited.”

Councilmember Mullinix discussed and expressed his concerns with the proposed revisions to the code. Councilmember Mullinix stated that he only agreed with removing the annual business tax fee and charging the \$115.50 charge per peddler or solicitor and recommended the remainder of the code remain as is.

Discussion ensued between Mr. Rubin, Councilmembers and Police Chief Richard Jenkins regarding the proposed permissible time to allow peddlers or solicitors to engage in peddling and soliciting activities.

Council came to consensus revise the permissible time for a person holding a permit to engage in peddling and soliciting activities to between the hours of 9:00 a.m. and 8:00 p.m.

ORDINANCE 2023-12 CODE AMENDMENT – PEDDLERS OR SOLICITORS *continued*

Discussion ensued regarding the enforcement of “no soliciting” signs and requiring a visible display of a solicitor or peddlers permit.

Thereafter, the motion to adopt on first reading Ordinance 2023-12 with a revision to the permissible time for a person holding a permit to engage in peddling and soliciting activities to between the hours of 9:00 a.m. and 8:00 p.m., passed 4 to 1 with Mayor Norris, Vice Mayor Bickel, President Pro Tem Aubrey and Councilmember Searcy voting aye and Councilmember Mullinix voting nay.

RESOLUTION 2023-58 – ESTABLISHING A TENTATIVE MILLAGE RATE FOR FY 2023-2024 AND SETTING THE 1ST PUBLIC HEARING

A motion was made by Vice Mayor Bickel and seconded by Councilmember Searcy to adopt Resolution 2023-58 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE OF 7.0000 MILS FOR FISCAL YEAR 2024; ESTABLISHING A DATE, TIME, AND PLACE FOR THE FIRST HEARING ON THE TENTATIVE BUDGET AND PROPOSED MILLAGE RATE; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT THE REQUIRED FORMS TO THE PALM BEACH COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff began a presentation where he reviewed and discussed the FY 2024 Manager’s Proposed Budget. Mr. Huff stated that the proposed budget was based upon a flat millage rate of \$7.00 mils. Mr. Huff reviewed and explained FY 2024 Budget Highlights. Mr. Huff reviewed the FY 2024 Preliminary Budget Summary and explained that personnel and operating expenses were the majority of the costs involved in the total budget of \$41,546,758. Mr. Huff clarified that there was an increase of thirteen (13) part-time employee positions in Fiscal Year 2023 and that in the proposed Fiscal Year 2024 budget there would be a total of fifteen (15) part-time employee positions and the elimination of one (1) full-time employee position. The difference between FY 2023 and the proposed FY 2024 proposed budget would be plus two (+2) part-time employee positions and minus one (-1) full-time employee position. Mr. Huff continued the presentation by reviewing and explaining the Country Club Summary FY 2023 versus FY 2024, the FY 2024 Country Club Preliminary Budget Summary, the General Fund Summary FY 2023 versus FY 2024 and FY 2024 General Fund Preliminary Budget Summary. The proposed FY 2024 General Fund Summary showed an increase of 11.75% from the prior FY 2023.

Councilmember Mullinix expressed his concerns regarding the 11.75% increase and stated that the increase would not be sustainable.

Mr. Huff explained that the increase was not only from personnel costs, but also from the rising costs of what the Village purchases in order to operate. Mr. Huff continued his presentation by reviewing the 5-Year CIP Cash Flow Summary, FY 2024 Proposed CIP Projects, which totaled \$7,502,684, the Stormwater Utility Fund Non Ad-Valorem Assessment total fund budget of \$500,000, FY 2024 Taxable Value and Millage FY 2023 and FY 2024 comparisons and the FY 2024 Millage Selection. Mr. Huff concluded the presentation by reviewing the FY 2023-2024 Budget Workshop Schedule.

Thereafter the motion to adopt Resolution 2023-58 passed unanimously.

RESOLUTION 2023-59 – ALTERNATE SPECIAL MAGISTRATE

A motion was made by Councilmember Mullinix and seconded by Councilmember Searcy to adopt Resolution 2023-59 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPOINTING KEVIN M. WAGNER AS THE VILLAGE’S ALTERNATE CODE ENFORCEMENT SPECIAL MAGISTRATE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff explained that due to appointing the Village’s former Alternate Special Magistrate to the Primary Magistrate position, the Village was in need of appointing a new Alternate Special Magistrate. Mr. Huff stated that staff was recommending that Council appoint Mr. Kevin M. Wagner as the Village’s Alternate Special Magistrate.

Mr. Wagner introduced himself to Council and thanked them for their consideration.

Mayor Norris thanked Mr. Wagner for his willingness to serve the Village as Alternate Special Magistrate.

Thereafter the motion to adopt Resolution 2023-59 passed unanimously.

RESOLUTION 2023-57 – INTERLOCAL AGREEMENT FOR USE OF GRANT FUNDS FOR EMERGENCY MEDICAL SERVICES EQUIPMENT PURCHASE

A motion was made by Vice Mayor Bickel and seconded by President Pro Tem Aubrey to adopt Resolution 2023-57 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR THE USE OF GRANT FUNDS FOR EMERGENCY MEDICAL SERVICES EQUIPMENT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; APPROVING THE SOLE SOURCE PURCHASE OF ONE LUCAS 3 CHEST COMPRESSION SYSTEM FROM STRYKER MEDICAL UTILIZING GRANT FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff apologized that the agenda item was introduced late, but was necessary in order to meet the deadline to receive the grant funding for emergency medical services equipment. The grant funds would be used to purchase one (1) chest compression system to be utilized in the Village’s Fire Department.

Thereafter the motion to adopt Resolution 2023-57 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Councilmember Mullinix requested that Council consider changing Village parks’ hours based on Police Chief Jenkins feedback.

Council came to consensus to bring back to a future Council meeting an item to consider changing the Village parks’ hours.

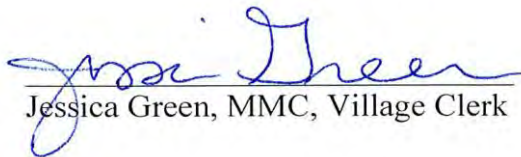
VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff reviewed and explained last year's cost estimate for replacing the Lighthouse Drive Bridge.

Mr. Huff thanked Finance Director Samia Janjua and the Village's Department Heads for their work and for doing a good job on their Departmental Budgets.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:52 p.m.


Jessica Green, MMC, Village Clerk

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Marc Holloway, Field Operations Manager

DATE: August 10th, 2023

SUBJECT: **RESOLUTION – Accepting a proposal from BD Environmental Group, LLC for CIPP (Cured In Place Pipe) at (3) three locations in the Village at a cost of \$28,900.00 and authorizing execution of a Contract.**

Village staff identified the deteriorating condition of the stormwater pipes on Buttonwood Drive, Tradewind Drive, and Par Court. The vendor will be inserting a new liner (CIPP). This repair work will be conducted at the (3) three specific locations outlined.

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

Vendor	Total
BD Environmental Group	\$28,900.00
Inliner Solutions	\$42,538.00
Hinterland Group Inc.	\$49,985.00

BD Environmental Group provided the best proposal to complete the project quickly and without delays. In accordance with the Village's purchasing policies and procedures, all purchases in excess of \$25,000 and up to \$50,000 shall be brought to Village Council on the Consent Agenda for approval.

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

Funding Source:

The funding for this project will come from the Stormwater Utility Fund.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Stormwater Utility Fund	Public Works	H7321-34684	Repair & Maintenance – Stormwater Drainage System	\$28,900.00

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting a proposal from BD Environmental Group, LLC for CIPP (Cured In Place Pipe) at (3) three locations in the Village at a total cost of \$28,900.00, with funds expended from Account No. H7321-34684 (Streets & Grounds – Repair & Maintenance Stormwater Drainage System) and authorizing the Mayor and Village Clerk to execute a Contract in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM BD ENVIRONMENTAL GROUP, LLC FOR THE INSTALLATION OF CURED IN PLACE PIPE LINERS AT THREE LOCATIONS WITHIN THE VILLAGE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village solicited quotes for the installation of Cured in Place Pipe Liners (CIPP) at three locations within the Village: Buttonwood Drive, Tradewinds Drive, and Par Court; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal submitted by BD Environmental Group, LLC; and

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

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

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

Section 2. The Village Council hereby accepts a proposal from BD Environmental Group, LLC for the installation of Cured in Place Pipe Liners (CIPP) at three locations within the Village: Buttonwood Drive, Tradewinds Drive, and Par Court at a total cost of \$28,900.00, with funds expended from Account No. H7321-34684 (Streets & Grounds – Repair & Maintenance Stormwater Drainage System), and authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2023, 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 BD ENVIRONMENTAL GROUP, LLC, 2900 N.E. 7th Avenue, Pompano Beach, Florida 33064, a Florida limited liability company (hereinafter “CONTRACTOR”).

RECITALS

WHEREAS, the VILLAGE solicited a proposal from CONTRACTOR to install Cured In Place Pipe Liners at three locations in the Village: Buttonwood Drive, Tradewinds Drive, and Par Court (“Work”); and

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

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

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR’s Services and Time of Completion.

- A. Contractor shall perform the Work in accordance with its Proposal dated June 28, 2023 for CIPP at 717 Buttonwood Drive, 720 Tradewinds Drive, and 505 Park Court, a copy of which is attached hereto and incorporated herein by reference.
- B. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.
- C. The total cost of the Work shall not exceed **Twenty-Eight Thousand Nine Hundred Dollars and No Cents (\$28,900.00).**
- D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **ninety (90) calendar days.**

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE’s representative, indicating that goods and services have been provided and rendered in conformity

with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

4. Insurance.

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

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

5. Indemnification.

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

- B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants, and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants, and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.
 - C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.
6. Compliance with all Laws, Regulations and Ordinances.

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

7. Warranty/Guaranty.

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

8. Access/Audits.

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

9. Protection of Work and Property.

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

precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore, and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.

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

10. Miscellaneous Provisions.

- A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- B. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.
- C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily, and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of this Contract.
- D. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- E. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.
- F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

- G. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of an express conflict between this Contract and CONTRACTOR's Proposal, the terms of this Contract shall control.
- H. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.
- I. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

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

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

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

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

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

BD ENVIRONMENTAL GROUP, LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____
DAVID NORRIS
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY



BD Environmental Group

2900 NE 7th Ave
Pompano Beach, FL 33064

954-876-1267

<https://bdenvironmentalgroup.com/>
accts.bdenvironmental@gmail.com

Proposal 2023775

DRAFT

Cipp Lines

Service Address:

Cipp Lines

717 Buttonwood Road
North Palm Beach, Florida 33408

Billing address:

Village of North Palm Beach

717 Buttonwood Road
North Palm Beach, Florida 33408

Date: Jun 28, 2023

Expiration Date: Aug 12, 2023

Status: Draft

Option 1 (\$91,268.00)

Item	Unit Price	Quantity	Amount
CIPP	\$155.00	48.00	\$7,440.00
717 Buttonwood Dr Clean drainage pipe. Install 18 inch cured in place pipe liner. Post video pipe.			
CIPP	\$160.00	58.00	\$9,280.00
720 Tradewinds Dr Clean Drainage Pipe Install 24 inch cured in place pipe liner Post video pipe.			
Repair	\$850.00	1.00	\$850.00
543 Harbour Rd Repair concrete in structure and 5 feet in the pipe.			
CIPP	\$157.00	374.00	\$58,718.00

Item	Unit Price	Quantity	Amount
800-516 Privateer Rd Clean Drainage Pipe Install cured in place pipe liner Post video pipe			
CIPP	\$140.00	87.00	\$12,180.00
505 Park Ct Clean drainage pipe Install 12 inch cured in place pipe liner Post video pipe			
Repair	\$2,800.00	1.00	\$2,800.00
2549 Pepperwood Circle S Excavate sinkhole and expose pipe Install concrete collar around the pipe			
Thank you for your business!	Subtotal		\$91,268.00
	Total		\$91,268.00

Contract

This proposal is subject to acceptance within 30 days and is void thereafter.

All work to be completed according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the proposal.

For CIPP Lining only, due to the poor conditions of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warranty. Due to the fragile conditions of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process.

If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.

Payment terms is net 30 days of receipt of Invoice. Late fees will accrue monthly at 1.5% of balance after 45 days and will be the responsibility of the client. Should BD Environmental Group, LLC must obtain attorneys or collection agencies to recover the above debt, the costs and Legal fees will be charged and paid for by the customer.

Thank you for the opportunity to submit this proposal.

Signature

Date

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

PURCHASING QUOTE DOCUMENTATION

Item to be purchased: REPAIR OF STORMWATER INFRASTRUCTURE - CIPP (3) THREE LOCATIONS		Date: 7/26/2023
BUTTONWOOD DR, TRADEWIND DRIVE, PAR COURT		Department: PUBLIC WORKS - STREETS & STORMWATER
Quote #	Vendor name, phone # & contact	Quoted Amount
1	BD ENVIRONMENTAL GROUP	\$28,900.00
2	INLINER SOLUTIONS	\$42,538.00
3	HINTERLAND GROUP INC.	\$49,985.00

Vendor

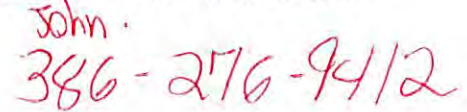
Selected: BD ENVIRONMENTAL GROUP

Reason BEST PRICE FOR THE SCOPE OF WORK.

Approved: Marc Holloway
Manager Approval

Approved: CEd
Department Head

Note: Attach quotes to this summary sheet



John.
386-276-9412

JOB LOCATION: Privateer Rd.

Inliner Solutions, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
15 in x 6 mm CIPP	357	LF	\$ 73.00	\$ 26,061.00
Mobilization, </= 1,200 LF or </= 10 Lateral Lines per Task Order	1	EA	\$ 7,500.00	\$ 7,500.00
Maintenance of Traffic, City / County Minor / Residential	2	DAY	\$ 100.00	\$ 200.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			TOTAL	\$33,761.00

1 Pricing based on pricing contained in contract between Inliner and the City of Largo
2 Inliner to be installed as per ASTM & manufacturer's specifications.
3 Payment shall be based on actual field measurements from center of inlet to center of outlet.
4 This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
5 Price quoted does not include point repairs if required prior to installing Inliner.
6 Contractor shall furnish Owner with a Final Inspection (Digital) of the rehabilitated sewer(s)

Daniel Banken, Area Director

Authorized Signature



PROPOSAL

DATE: July 12, 2023

SUBMITTED TO: Village of North Palm Beach
645 Prosperity Farms Rd.
North Palm Beach FL, 33408

Attention: John Gibson

JOB LOCATION: Overlook

We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of
Thirteen Thousand Nine Hundred Sixty Dollars and No Cents (\$13,960.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written 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. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Inliner Solutions, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION		QTY	UNIT	PRICE	TOTAL
5	12 in x 6 mm CIPP	76	LF	\$60.00	\$ 4,560.00
48	Mobilization, <= 1,200 LF or <= 10 Lateral Lines per Task Order	1	EA	\$7,500.00	\$ 7,500.00
52	Maintenance of Traffic, City / County Minor / Residential	2	DAY	\$100.00	\$ 200.00
53	Work in Rear Easements and / or Away From Travelways	1	EA	\$1,700.00	\$ 1,700.00
				TOTAL	\$13,960.00

NOTES:

- 1 Pricing based on pricing contained in contract between Inliner and City of Largo
- 2 Inliner to be installed as per ASTM & manufacturer's specifications.
- 3 Payment shall be based on actual field measurements from center of inlet to center of outlet.
- 4 This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
- 5 Price quoted does not include point repairs if required prior to installing Inliner.
- 6 Contractor shall furnish Owner with a Final Inspection (Digital) of the rehabilitated sewer(s)

Signature _____
Daniel Banken, Area Director

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.

Date of Acceptance _____

Authorized Signature _____



PROPOSAL

DATE: July 12, 2023

SUBMITTED TO: Village of North Palm Beach
645 Prosperity Farms Rd.
North Palm Beach FL, 33408

Attention: John Gibson

JOB LOCATION: Tradewinds

We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of
Fifteen Thousand Three Hundred Forty Dollars and No Cents (\$15,340.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written 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. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Inliner Solutions, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION		QTY	UNIT	PRICE	TOTAL
13	24 in x 7.5 mm CIPP	44	LF	\$120.00	\$ 5,280.00
14	Cost for each 1.5 mm Increase Thickness if 24 in. Liner	132	LF	\$5.00	\$ 660.00
48	Mobilization, <= 1,200 LF or <= 10 Lateral Lines per Task Order	1	EA	\$7,500.00	\$ 7,500.00
52	Maintenance of Traffic, City / County Minor / Residential	2	DAY	\$100.00	\$ 200.00
53	Work in Rear Easements and / or Away From Travelways	1	EA	\$1,700.00	\$ 1,700.00
				TOTAL	\$15,340.00

NOTES:

- 1 Pricing based on pricing contained in contract between Inliner and City of Largo
- 2 Inliner to be installed as per ASTM & manufacturer's specifications.
- 3 Payment shall be based on actual field measurements from center of inlet to center of outlet.
- 4 This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
- 5 Price quoted does not include point repairs if required prior to installing Inliner.
- 6 Contractor shall furnish Owner with a Final Inspection (Digital) of the rehabilitated sewer(s)

Signature _____
Daniel Banken, Area Director

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.

Date of Acceptance _____

Authorized Signature _____



PROPOSAL

DATE: July 12, 2023

SUBMITTED TO: Village of North Palm Beach
645 Prosperity Farms Rd.
North Palm Beach FL, 33408

Attention: John Gibson

JOB LOCATION: Anchorage

We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of
No Dollars and No Cents (\$.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written 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. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Inliner Solutions, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
No Bid	N/A	N/A	N/A	\$ -
No Piggyback Pricing Available				
			TOTAL	\$0.00

NOTES:

- 1 Pricing based on pricing contained in contract between Inliner and City of Largo
- 2 Inliner to be installed as per ASTM & manufacturer's specifications.
- 3 Payment shall be based on actual field measurements from center of inlet to center of outlet.
- 4 This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
- 5 Price quoted does not include point repairs if required prior to installing Inliner.
- 6 Contractor shall furnish Owner with a Final Inspection (Digital) of the rehabilitated sewer(s)

Signature _____
Daniel Banken, Area Director

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.

Date of Acceptance _____ Authorized Signature _____



PROPOSAL

DATE: July 12, 2023

SUBMITTED TO: Village of North Palm Beach
645 Prosperity Farms Rd.
North Palm Beach FL, 33408

Attention: John Gibson

JOB LOCATION: Buttonwood

We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of
Thirteen Thousand Two Hundred Thirty-Eight Dollars and No Cents (\$13,238.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written 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. Our workers are fully covered by Workman's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Inliner Solutions, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION		QTY	UNIT	PRICE	TOTAL
9	18 in x 6 mm CIPP	38	LF	\$85.00	\$ 3,230.00
10	Cost for each 1.5 mm Increase Thickness if 18 in. Liner	152	LF	\$4.00	\$ 608.00
48	Mobilization, <= 1,200 LF or <= 10 Lateral Lines per Task Order	1	EA	\$7,500.00	\$ 7,500.00
52	Maintenance of Traffic, City / County Minor / Residential	2	DAY	\$100.00	\$ 200.00
53	Work in Rear Easements and / or Away From Travelways	1	EA	\$1,700.00	\$ 1,700.00
				TOTAL	\$13,238.00

NOTES:

- 1 Pricing based on pricing contained in contract between Inliner and City of Largo
- 2 Inliner to be installed as per ASTM & manufacturer's specifications.
- 3 Payment shall be based on actual field measurements from center of inlet to center of outlet.
- 4 This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
- 5 Price quoted does not include point repairs if required prior to installing Inliner.
- 6 Contractor shall furnish Owner with a Final Inspection (Digital) of the rehabilitated sewer(s)

Signature _____
Daniel Banken, Area Director

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.

Date of Acceptance _____ Authorized Signature _____



PROPOSAL # 23-0071-04

Hinterland Group Inc.
2051 West Blue Heron Blvd
Riviera Beach, FL 33404
Info@HinterlandGroup.com

7/20/2023

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

Job Name: VNPB-536 Privateer

Item	Description	Qty	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	\$ 4,500.00	\$4,500.00
2	Clean/Inspect 15"	352	LF	\$ 15.00	\$5,280.00
2	CIPP 15"	352	LF	\$ 115.00	\$40,480.00
2	Mud Pipe Ends	2	EA	\$ 500.00	\$1,000.00

Grand Total: \$51,260.00

Exclusions from Scope:

1. Permitting and Bonding
2. Any major MOT required (road closures, lane closures, detours, etc.)
3. Sizes shown on plans are assumed to be correct
4. This quote does not provide any bypass or manhole lining
5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.
6. Any other work not specifically listed in inclusions above
7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By:

Jake Crowe
jcrowe@hinterlandgroup.com
Office: (561) 640-3503
Mobile: (803)309-7487

CGC1520354 • CUC1224634 • CBC1255077 • EC13003615



PROPOSAL # 23-0071-02

Hinterland Group Inc.
2051 West Blue Heron Blvd
Riviera Beach, FL 33404
Info@HinterlandGroup.com

7/20/2023

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

Job Name: 717 Buttonwood - VNPB

Item	Description	Qty	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	\$ 7,500.00	\$7,500.00
2	Clean/Inspect 18"	37	LF	\$ 15.00	\$555.00
2	CIPP 18"	37	LF	\$ 155.00	\$5,735.00
2	Mud Pipe Ends	2	EA	\$ 500.00	\$1,000.00

Grand Total: \$14,790.00

Exclusions from Scope:

1. Permitting and Bonding
2. Any major MOT required (road closures, lane closures, detours, etc.)
3. Sizes shown on plans are assumed to be correct
4. This quote does not provide any bypass or manhole lining
5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.
6. Any other work not specifically listed in inclusions above
7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By:

Jake Crowe
jcrowe@hinterlandgroup.com
Office: (561) 640-3503
Mobile: (803)309-7487

CGC1520354 • CUC1224634 • CBC1255077 • EC13003615



PROPOSAL # 23-0071-06

Hinterland Group Inc.
2051 West Blue Heron Blvd
Riviera Beach, FL 33404
Info@HinterlandGroup.com

7/20/2023

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

Job Name: VNPB-Anchorage & Harbor

Item	Description	Qty	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	\$ 7,500.00	\$7,500.00
2	Grout Box & One Joint of 36" RCP(up to 10 Gallons)	1	LS	\$17,500.00	\$17,500.00

Grand Total: \$25,000.00

Exclusions from Scope:

1. Permitting and Bonding
2. Any major MOT required (road closures, lane closures, detours, etc.)
3. Sizes shown on plans are assumed to be correct
4. This quote does not provide any bypass or manhole lining
5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.
6. Any other work not specifically listed in inclusions above
7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By:

Jake Crowe
jcrowe@hinterlandgroup.com
Office: (561) 640-3503
Mobile: (803)309-7487

CGC1520354 • CUC1224634 • CBC1255077 • EC13003615



PROPOSAL # 23-0071-03

Hinterland Group Inc.
2051 West Blue Heron Blvd
Riviera Beach, FL 33404
Info@HinterlandGroup.com

7/20/2023

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

Job Name: VNPB-735 Tradewond

Item	Description	Qty	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	\$ 7,500.00	\$7,500.00
2	Clean/Inspect 24"	43	LF	\$ 15.00	\$645.00
2	CIPP 24"	43	LF	\$ 225.00	\$9,675.00
2	Mud Pipe Ends	2	EA	\$ 500.00	\$1,000.00

Grand Total: \$18,820.00

Exclusions from Scope:

1. Permitting and Bonding
2. Any major MOT required (road closures, lane closures, detours, etc.)
3. Sizes shown on plans are assumed to be correct
4. This quote does not provide any bypass or manhole lining
5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.
6. Any other work not specifically listed in inclusions above
7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By:

Jake Crowe
jcrowe@hinterlandgroup.com
Office: (561) 640-3503
Mobile: (803)309-7487

CGC1520354 • CUC1224634 • CBC1255077 • EC13003015



PROPOSAL # 23-0071-05

Hinterland Group Inc.
2051 West Blue Heron Blvd
Riviera Beach, FL 33404
Info@HinterlandGroup.com

7/20/2023

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

Job Name: VNPB-505 Par Ct

Item	Description	Qty	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	\$ 7,500.00	\$7,500.00
2	Clean/Inspect 12"	75	LF	\$ 15.00	\$1,125.00
2	CIPP 12"	75	LF	\$ 90.00	\$6,750.00
2	Mud Pipe Ends	2	EA	\$ 500.00	\$1,000.00

Grand Total: \$16,375.00

Exclusions from Scope:

1. Permitting and Bonding
2. Any major MOT required (road closures, lane closures, detours, etc.)
3. Sizes shown on plans are assumed to be correct
4. This quote does not provide any bypass or manhole lining
5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.
6. Any other work not specifically listed in inclusions above
7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By:

Jake Crowe
jcrowe@hinterlandgroup.com
Office: (561) 640-3503
Mobile: (803)309-7487

CGC1520354 • CUC1224634 • CBC1255077 • EC13003615

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Marc Holloway, Field Operations Manager

DATE: August 10th, 2023

SUBJECT: **RESOLUTION – Approving a proposal from Inliner Solutions, LLC for CIPP (Cured In Place Pipe) on Privateer Road at a cost of \$33,761.00 and authorizing execution of a Contract.**

Village staff identified the deteriorating condition of a stormwater pipe on Privateer Road. The vendor will be inserting a new liner (CIPP) to repair the stormwater pipe.

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

Vendor	Total
Inliner Solutions	\$33,761.00
Hinterland Group Inc.	\$51,260.00
BD Environmental Group	\$58,718.00

Inliner Solutions provided the best proposal to complete the project quickly and without delays. In accordance with the Village's purchasing policies and procedures, all purchases in excess of \$25,000 and up to \$50,000 shall be brought to Village Council on the Consent Agenda for approval.

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

Funding Source:

The funding for this project will come from the Stormwater Utility Fund.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Stormwater Utility Fund	Public Works	H7321-34684	Repair & Maintenance – Stormwater Drainage System	\$33,761.00

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal from Inliner Solutions, LLC for CIPP (Cured In Place Pipe) on Privateer Road in the amount of \$33,761.00, with funds expended from account number H7321-34684 (Streets & Grounds – Repair & Maintenance Stormwater Drainage System), and authorizing execution of a Contract in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM INLINER SOLUTIONS, LLC FOR THE INSTALLATION OF CURED IN PLACE PIPE LINERS ON PRIVATEER ROAD AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village solicited quotes for the installation of Cured in Place Pipe Liner (CIPP) on Privateer Road within the Village; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal submitted by Inliner Solutions, LLC; and

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

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

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

Section 2. The Village Council hereby accepts a proposal from Inliner Solutions, LLC for the installation of Cured in Place Pipe Liners (CIPP) on Privateer Road within the Village at a total cost of \$33,761.00, with funds expended from Account No. H7321-34684 (Streets & Grounds – Repair & Maintenance Stormwater Drainage System), and authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2023, 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 Inliner Solutions, LLC, a foreign limited liability company authorized to do business in the State of Florida, 2531 Jewett Lane, Sanford, Florida 32771 (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, the VILLAGE solicited a proposal from CONTRACTOR to install Cured In Place Pipe Liners on Privateer Road ("Work"); and

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

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

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR's Services and Time of Completion.

- A. Contractor shall perform the Work in accordance with its Proposal dated May 1, 2023 for CIPP at Privateer Road, a copy of which is attached hereto and incorporated herein by reference.
- B. This Contract shall remain in effect until such time as the Work is completed, inspected, and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.
- C. The total cost of the Work shall not exceed **Thirty-Three Thousand Seven Hundred and Sixty-One Dollars and No Cents (\$33,761.00)**.
- D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **ninety (90) calendar days**.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will

normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

4. Insurance.

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

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

5. Indemnification.

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

omissions of the VILLAGE, its officials, agents, servants, and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.

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

6. Compliance with all Laws, Regulations and Ordinances.

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

7. Warranty/Guaranty.

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

8. Access/Audits.

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

9. Protection of Work and Property.

- A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.
- B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore, and make good, without

additional Work occasioned by any of the above causes before its completion and acceptance.

- C. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.
- 10. Miscellaneous Provisions.
 - A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
 - B. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.
 - C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily, and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of this Contract.
 - D. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
 - E. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.
 - F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.
 - G. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added

to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of an express conflict between this Contract and CONTRACTOR's Proposal, the terms of this Contract shall control.

- H. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.
- I. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

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

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

public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

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

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

INLINER SOLUTIONS, LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

DAVID NORRIS
MAYOR

ATTEST:

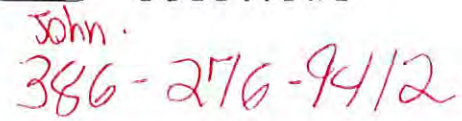
BY: _____

JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____

VILLAGE ATTORNEY



John.
386-276-9412

JOB LOCATION: Privateer Rd.

Inliner Solutions, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
15 in x 6 mm CIPP	357	LF	\$ 73.00	\$ 26,061.00
Mobilization, </= 1,200 LF or </= 10 Lateral Lines per Task Order	1	EA	\$ 7,500.00	\$ 7,500.00
Maintenance of Traffic, City / County Minor / Residential	2	DAY	\$ 100.00	\$ 200.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			TOTAL	\$33,761.00

1 Pricing based on pricing contained in contract between Inliner and the City of Largo
2 Inliner to be installed as per ASTM & manufacturer's specifications.
3 Payment shall be based on actual field measurements from center of inlet to center of outlet.
4 This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
5 Price quoted does not include point repairs if required prior to installing Inliner.
6 Contractor shall furnish Owner with a Final Inspection (Digital) of the rehabilitated sewer(s)

Daniel Banken, Area Director

Date of Acceptance

Authorized Signature

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

PURCHASING QUOTE DOCUMENTATION

Item to be purchased:		Date:
REPAIR OF STORMWATER INFRASTRUCTURE - CIPP Privateer Road (355 ft)		7/26/2023
		Department:
		PUBLIC WORKS - STREETS & STORMWATER
Quote #	Vendor name, phone # & contact	Quoted Amount
1	INLINER SOLUTIONS	\$33,761.00
2	HINTERLAND GROUP INC.	\$51,260.00
3	BD ENVIRONMENTAL GROUP	\$58,718.00

Vendor
Selected: INLINER SOLUTIONS

Reason BEST PRICE FOR THE SCOPE OF WORK.

Approved: 
Manager Approval

Approved: 
Department Head

Note: Attach quotes to this summary sheet



PROPOSAL # 23-0071-04

Hinterland Group Inc.
2051 West Blue Heron Blvd
Riviera Beach, FL 33404
Info@HinterlandGroup.com

7/20/2023

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

Job Name: VNPB-536 Privateer

Item	Description	Qty	Unit	Unit Price	Extended Price
1	Mobilization	1	LS	\$ 4,500.00	\$4,500.00
2	Clean/Inspect 15"	352	LF	\$ 15.00	\$5,280.00
2	CIPP 15"	352	LF	\$ 115.00	\$40,480.00
2	Mud Pipe Ends	2	EA	\$ 500.00	\$1,000.00

Grand Total: \$51,260.00

Exclusions from Scope:

1. Permitting and Bonding
2. Any major MOT required (road closures, lane closures, detours, etc.)
3. Sizes shown on plans are assumed to be correct
4. This quote does not provide any bypass or manhole lining
5. Hinterland will not be held liable for line collapse during clean and tv due to the unknown condition of existing pipe.
6. Any other work not specifically listed in inclusions above
7. Hinterland is not responsible for pipe collapse during calcium deposit removal due to unknown conditions located in host pipe

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade post lining. This condition is not covered under warranty. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate.

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Prepared By:

Jake Crowe
jcrowe@hinterlandgroup.com
Office: (561) 640-3503
Mobile: (803)309-7487

CGC1520354 • CUC1224634 • CBC1255077 • EC13003615



BD Environmental Group

2900 NE 7th Ave
Pompano Beach, FL 33064

954-876-1267

<https://bdenvironmentalgroup.com/>
accts.bdenvironmental@gmail.com

Proposal 2023775

DRAFT

Cipp Lines

Service Address:

Cipp Lines

717 Buttonwood Road
North Palm Beach, Florida 33408

Billing address:

Village of North Palm Beach
717 Buttonwood Road
North Palm Beach, Florida 33408

Date: Jun 28, 2023

Expiration Date: Aug 12, 2023

Status: Draft

Option 1 (\$91,268.00)

Item	Unit Price	Quantity	Amount
CIPP	\$155.00	48.00	\$7,440.00
717 Buttonwood Dr Clean drainage pipe. Install 18 inch cured in place pipe liner. Post video pipe.			
CIPP	\$160.00	58.00	\$9,280.00
720 Tradewinds Dr Clean Drainage Pipe Install 24 inch cured in place pipe liner Post video pipe.			
Repair	\$850.00	1.00	\$850.00
543 Harbour Rd Repair concrete in structure and 5 feet in the pipe.			
CIPP	\$157.00	374.00	\$58,718.00

Item	Unit Price	Quantity	Amount
800-516 Privateer Rd Clean Drainage Pipe Install cured in place pipe liner Post video pipe			
CIPP	\$140.00	87.00	\$12,180.00
505 Park Ct Clean drainage pipe Install 12 inch cured in place pipe liner Post video pipe			
Repair	\$2,800.00	1.00	\$2,800.00
2549 Pepperwood Circle S Excavate sinkhole and expose pipe Install concrete collar around the pipe			
Thank you for your business!	Subtotal		\$91,268.00
	Total		\$91,268.00



**VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY MAY 2, 2023**

Present:

Donald Solodar, (Vice Chair)
Cory Cross, (Chairman)
Thomas Hogarth, (Member)
Jonathan Haigh, (Member)
Kathryn DeWitt, (Member)
Nathan Kennedy, (Member)
Scott Hicks, (Member)

Len Rubin, (Village Attorney)
Alex Ahrenholz, (Principle Planner)
Chuck Huff, (Village Manager)

Council Member:

David Norris, (Mayor)

I. CALL TO ORDER

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

A. ROLL CALL

All members of the Planning Commission were present.

II. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Chris Ryder (118 Dory Road South)

He addressed the board members regarding changes to the C-MU zoning district which would require the Planning Commission to approve building over four (4) stories. He requested the Planning Commission reinstate the height restricts seen in the previous comprehensive plan to mitigate the amount of maximum density high rise buildings on US-1

III. APPROVAL OF MINUTES

March 7, 2023 minutes.

Motion to approve minutes by Jonathan Haigh, seconded by Scott Hicks. Motion passed unanimously (7-0).

IV. DECLARATION OF EX PARTE COMMUNICATIONS

There were no Ex Parte Communications declared by the Board.

V. QUASI-JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swore in all persons speaking.

A. SITE PLAN AND APPEARANCE REVIEW

1. 386 Golfview Road Building Paint Colors

Application submitted by the property owner to amend the existing building paint colors.

Petitioner presentation by the Community Development Project Manager, Corey O’Gorman, detailing the applicant’s request for exterior paint color approval. The request is for the exterior walls and trim, including the clubhouse, to be painted White Cloud, for the doors to be painted Buckland Blue, and for the metal roof and siding to be painted Duck Grey.

Motion made by Donald Solodar to approve the application, seconded by Nathan Kennedy. Motion passed unanimously (7-0).

Public Comment:

Royale Harbour Condo Association President (386 Golfview Rd) thanked the Planning Commission for their approval of the application.

B. RECOMMENDATIONS TO THE VILLAGE COUNCIL

1. Artificial Turf

Village-initiated zoning text amendment to adopt new section (45-29), codifying the residential ad-hoc committee recommendations to regulate artificial turf

Staff presentation made by Corey O’Gorman to continue the conversation from the previous Planning Commission meeting in March. It began with a review of the previously stated information from March 7, 2023. He explained the allowance of 25% artificial turf coverage on a lot and provided additional details on types of substrates for artificial turf as well as the environmental issues associated with the substrate composition used.

Public Comment:

Blaire Rodgers (824 Country Club Drive):

She addressed the staff regarding her dislike of the new zoning text amendment, which would require her to remove sections of artificial turf in her backyard. She also felt that the percentage allowance would create design issues, resulting in a less attractive landscape in her and other backyards. Mr. Cross questioned if the code requires a percentage of landscaping coverage in residential lots. Mr. Ahrenholz explained that there is code requiring maintenance but not requiring landscape coverage. Mr. Cross asked for clarification on the process chosen to select the turf used by Mrs. Rodgers. She stated it was a decision based on her children's ability to play and aesthetics. Mr. Cross thanked Mrs. Rodgers for her comments.

Mr. Haigh recommended regulating and adding limitations to the infill material in the code. He also recommended keeping the ten (10) year sunset date.

Mr. Hogarth raised concern over the ability to enforce these regulations if recommended by the Planning commission and stated he is a proponent of artificial turf for residential lots.

Mr. Solodar questioned the Council’s decision to allow a ten (10) year sunset date for artificial turf. Mr. Rubin explained this decision was made to protect Village residents’ investments, especially those who recently installed artificial turf on their lots. Mr. Solodar recommended removing the sunset date and limiting the coverage to the back and side yards.

Mrs. DeWitt recommended removing the sunset date and the coverage percentage.

The Planning Commission recommended Council to strike the limit on artificial turf, to only permit sand and organic infill, and to strike the sunset date.

Motion made by Thomas Hogarth to recommend approval as specified above, seconded by Kathryn DeWitt. Motion passed 6-1.

2. C-3 Regional Business District

Village-initiated zoning text amendment to the C-3 Regional Business District. A review of the comments from the Florida Department of Transportation (FDOT) was presented.

Staff presentation made by Alex Ahrenholz on the updates of approvals, which all outside organizations have now signed off on. FDOT commented that best practices would add a density cap, typically added to the comprehensive plan. Regarding 200 Yacht Club Drive, which still under review, a different approach was taken. Mr. Ahrenholz asked for input from the Planning Commission on the density cap in the C-3 district. Cory Cross questioned whether there would be a density cap recommendation for the village that neither the text amendment nor the 200 Yacht Club Drive project would influence.

Mr. Hicks questioned if a general cap can be put in place and if a traffic study still be done. Mr. Ahrenholz stated that this can be done, and the situation would be reevaluated when a master plan is submitted for 200 Yacht Club Drive.

Mr. Solodar questioned the council whether the decision has legal precedent or if it is just to subdue future issues that may be brought forward to the Planning Commission. Len Rubin stated that it is not a legal requirement and the FDOT did not formally reject the amendment.

Mr. Hogarth questioned if the amendment would prevent the lane reduction project on US-1. Mr. Ahrenholz commented it is hard to say.

Kathryn DeWitt questioned if the Village could request the traffic study be based upon the lane reduction and Mr. Ahrenholz confirmed they could request that.

Mr. Haigh questioned the timeframe for completing a traffic study and commented that it would be more efficient for the Village to do this when the actual project is presented, rather than based on a hypothetical scenario. Nathan Kennedy agreed with Mr. Haigh.

Public Comment:

Chris Ryder (118 Dory Road South)

He addressed the Board Members regarding concern of revisions made to the comprehensive plan, which now allows unlimited residential density. He noted that using Floor Area Ratio (FAR) to regulate residential density compared to a residential density maximum can lead to inconstant infill development. Cory Cross commented that the claims made require certain approvals that will not happen and thanked Mr. Ryder for his comments.

Deborah Cross (2560 Pepperwood Circle South)

Mrs. Cross agreed with the FDOT's suggestion of a traffic maximum. Nathan Kennedy asked for clarification on the negative FDOT comments. Mr. Ahrenolz confirmed they were outstanding and the comprehensive plan is being updated. Mr. Cross questioned the ability to involve a traffic engineer for a study. Mr. Ahrenholz explained that it is unnecessary to spend money on a traffic engineer when Robins NPB LLC must complete one as well. Mr. Solodar commented that he agrees with Mr. Ahrenholz.

No recommendation was made by the Planning Commission.

C. COMMISSION MATTERS

1. Appointment of Chair and Vice Chair

Mr. Solodar expressed interest in Chair position.

Motion made by Kathryn Dewitt to appoint Donald Solodar as Chair. Seconded by Jonathan Haigh. Motion passed unanimously (7-0).

Motion made by Mr. Solodar to appoint Cory Cross as Vice Chair. Seconded by Mr. Haigh. Motion passed unanimously (7-0).

VI. COMMISSION MEMBER COMMENTS

Kathryn DeWitt commented on the paint colors of Jupiter Donuts plaza signs.

Mr. Solodar requested an update on a new pizza business.

VII. STAFF UPDATES

Chuck Huff introduced the Village's new Community Development Director, Caryn Gardner-Young.

Mr. Huff provided an update to the damage incurred from the recent tornado.

Mr. Rubin updated staff on Florida Senate Bill 102, which has been passed by the Legislator and signed by the Governor. The Bill states that a municipality must authorize affordable housing in commercial and industrial zones. Mr. Rubin also explained the different strategies the council is working on to protect these newly affected zones.

VIII. ADJOURNMENT

The meeting adjourned at 8:20 PM.

Minutes typed by Christian Boylan

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: August 10, 2023

SUBJECT: **ORDINANCE 1st Reading** – Amendment to Home-Based Business Regulations to Comply with State Preemption Requirements

Through the enactment of Chapter 2021-202, Laws of Florida, the Florida Legislature adopted Section 559.955, Florida Statutes, restricting the ability of municipalities and other units of local government to regulate home-based businesses. Section 559.955, Florida Statutes, specifically prohibits the Village from enacting or enforcing any ordinance, regulation, or policy in violation of the restrictions set forth therein. It further allows any adversely affected current or prospective home-based business to file suit against the Village for a violation of the state-mandated restrictions and awards attorney's fees and costs to the prevailing party.

The attached Ordinance repeals the Village's existing regulations for home occupations and replaces them with the restrictions permitted by statute. To that end, the Ordinance adopts a new Section 17-3 to provide as follows:

- Affirms that a business may operate, in whole or part, from a residential property in compliance with the statutory regulations.
- Provides that employees who work at the residential dwelling must also reside in the dwelling, except up to two employees or residential contractors who do not reside at the dwelling may work at the business. The business may have additional remote employees.
- Affirms that parking must comply with the Village's existing parking regulations. The need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way (including the swale), on or over a sidewalk, or on any unimproved surfaces. Commercial vehicles, equipment, or machinery may not be visible from the street or neighboring property.
- Requires that any external modifications made to the dwelling to accommodate the business must conform to the residential character and architectural aesthetics of the neighborhood. As viewed from the street, the use of the dwelling must be consistent with the uses of the residential areas surrounding the property.
- Requires that all retail transactions be conducted inside the dwelling structure; however, other business uses and activities may occur on the property.

- Provides that the business activities must be secondary to the property's use as a residential dwelling.
- Requires home-based businesses to comply with all Village Code standards and requirements, including noise regulations, and with the standards for permitted uses and structures for the zoning district in which the business exists.
- Requires all home-based businesses to comply with all local, state, and federal regulations with the respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids.
- Clarifies that transient accommodations (including vacation rentals) are not permitted as a home-based business except as provided elsewhere in the Code.

The state legislation allows the Village to enforce its sign regulations in the same manner as it they apply to residences where no business is conducted. Therefore, no additional signage would generally be allowed, with the potential exception of temporary signage.

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

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Ordinance amending the Village's home-based business regulations to comply with state preemption requirements in accordance with Village policies and procedures.

[illegible]

WHEREAS, through the enactment of Chapter 2021-202, Laws of Florida, the Florida Legislature adopted Section 559.955, Florida Statutes, restricting the ability of local governments to regulate home-based businesses; and

WHEREAS, the Village Council wishes to revise its restrictions applicable to home occupations to comply with the provisions of Section 599.955, Florida Statutes; and

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

Section 2. The Village Council hereby amends Article VI, “Noise Control,” of Chapter 19, “Offenses and Miscellaneous Provisions,” of the Village Code of Ordinances as follows (additional is underlined and deleted language is stricken through):

A business that operates from a residential property is permitted. A business is considered a home-based business if it operates, in whole or in part, from a residential property and meets the following standards:

- Page 1 of 5

- 1 (b) Parking for the home-based business must comply with the provisions
2 of article II, chapter 18 of the village code. Additionally, the need for
3 parking generated by the business may not be greater in volume than
4 would normally be expected at a similar residence where no business
5 is conducted, and vehicles and trailers used in connection with the
6 business must be parked in legal parking spaces that are not located
7 within the right-of-way, on or over a sidewalk, or on any unimproved
8 surfaces at the residence.
9
- 10 (c) Parking or storage of heavy equipment at the home-based business
11 shall not be visible from the street or neighboring property. For the
12 purposes of this subsection, “heavy equipment” means commercial,
13 industrial, or agricultural vehicles, equipment, or machinery.
14
- 15 (d) External modifications made to a residential dwelling to accommodate
16 a home-based business must conform to the residential character and
17 architectural aesthetics of the neighborhood. As viewed from the street,
18 the use of the residential dwelling shall be consistent with the uses of
19 the residential areas that surround the property.
20
- 21 (e) The home-based business may not conduct retail transactions at a
22 structure other than the residential dwelling; however, incidental
23 business uses and activities may be conducted at the residential
24 property.
25
- 26 (f) The activities of the home-based business shall be secondary to the
27 property’s use as a residential dwelling.
28
- 29 (g) To that extent not inconsistent with the requirements of this section, all
30 business uses and activities must comply with all village code standards
31 and requirements, including the applicable noise regulations, and with
32 the standards for permitted uses and structures for the zoning district in
33 which the home-based business exists.
34
- 35 (h) All business activities shall comply with any relevant local, state, and
36 federal regulations with respect to the use, storage, or disposal of any
37 corrosive, combustible, or other hazardous or flammable materials or
38 liquids.
39
- 40 (i) Transient accommodations are not permitted as a home-based business
41 except as expressly provided elsewhere in the village code.
42
- 43 ~~(a) Home occupations as permitted uses. Home occupations shall be permitted~~
44 ~~uses within R-1 Single family Dwelling District, R-2 Multiple family~~
45 ~~Dwelling District, R-3 Apartment Dwelling District, C-MU and C-3 mixed-~~
46 ~~use districts, and mixed-use Residential/Commercial PUDs.~~
47

- 1 (b) ~~Definition.~~ Home occupation is defined to mean any activity for which a
2 business tax receipt of the Village of North Palm Beach is required by law,
3 which is conducted within a dwelling unit in a residential district.
4
- 5 (c) ~~Business tax receipt required.~~ It shall be a violation for any person to conduct
6 a home occupation without first obtaining a business tax receipt therefor issued
7 by the village. The community development department may impose
8 reasonable conditions upon a business tax receipt issued for
9 a home occupation for the purpose of insuring compliance with the standards
10 set forth in subsection (d).
11
- 12 (d) ~~Standards.~~ Prior to the issuance of a business tax receipt and as continuing
13 operational standards, home occupations shall comply with the following:
14
- 15 (1) ~~No person shall be employed in a home occupation who is not a~~
16 ~~permanent domiciliary resident of the dwelling unit in which~~
17 ~~the home occupation exists.~~
18
- 19 (2) ~~The floor area within a dwelling unit devoted to~~
20 ~~a home occupation shall not exceed twenty five (25) percent of the~~
21 ~~gross floor area of the dwelling unit excluding porches, garages,~~
22 ~~carports and other areas which are not considered living area.~~
23
- 24 (3) ~~The activities of a home occupation shall occur entirely within the~~
25 ~~dwelling unit, excluding accessory structures such as garages, carports~~
26 ~~and sheds.~~
27
- 28 (4) ~~There shall be no external evidence of the existence of~~
29 ~~a home occupation within a dwelling unit. Signs, displays, off street~~
30 ~~parking areas other than driveways normally required for residential~~
31 ~~use, or other advertising of any kind are prohibited.~~
32
- 33 (5) ~~No tangible goods or services of any kind shall be sold or transferred~~
34 ~~to a customer, consumer or client on the premises of~~
35 ~~a home occupation, excluding facsimile machine, telephone and /or~~
36 ~~postal transactions.~~
37
- 38 (6) ~~A home occupation shall not create noise, vibration, glare, fumes,~~
39 ~~odors, dust, smoke or electromagnetic disturbances No equipment or~~
40 ~~processes shall be used which create visual or audible interference in~~
41 ~~any radio or television receiver located nearby. No chemicals or~~
42 ~~chemical equipment shall be used, except those that are used for~~
43 ~~domestic or household purposes. No motor or engine power, other than~~
44 ~~electrically operated motors, shall be used in conjunction with~~
45 ~~such home occupation and the total horsepower of such permitted~~
46 ~~electrical motors shall not exceed three (3) horsepower, or one~~
47 ~~horsepower for any single motor.~~
48

- (7) ~~Vehicular and pedestrian traffic shall not be generated by a home occupation in a greater volume or a different vehicle type than the traffic typical in a residential neighborhood in the village.~~
- (8) ~~Deliveries of any kind required by and made to the premises of a home occupation shall not exceed one business delivery per day.~~
- (9) ~~The giving of art, music or other instructions or lessons shall be limited to not more than two (2) persons at any one time.~~
- (10) ~~Outdoor storage or any materials shall not be permitted.~~
- (11) ~~The use of the premises for the home occupation shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and shall, under no circumstances, change the residential character thereof.~~
- (e) ~~*Affidavit of applicant required.*~~ An applicant for a business tax receipt for a home occupation shall at the time of application file an affidavit wherein the applicant:
- (1) ~~Agrees to comply with the standards set forth in this section;~~
- (2) ~~Agrees to comply with the conditions imposed by the department to insure compliance with such standards;~~
- (3) ~~Acknowledges that a departure therefrom may result in a suspension or termination of the business tax receipt; and~~
- (4) ~~Acknowledges that the village shall have the right to reasonably inspect the premises upon which the home occupation is conducted to insure compliance with the foregoing standards and conditions, and to investigate complaints, if, any, from neighbors.~~
- (f) ~~*Violation of standards or conditions deemed a Code violation.*~~ Failure by a home occupation licensee to comply with the standards of this section and with the conditions imposed by the department shall be deemed a violation of this Code.
- (g) ~~*Appeals.*~~ An applicant for a business tax receipt whose application is denied for failure to meet the standards set forth in this section or who objects to any conditions imposed by the department may appeal the reasonableness of either to the zoning board of adjustment which may direct that the receipt be issued with or without conditions or may modify, add to or delete the imposed conditions.
- (h) ~~*Repeal of ordinances.*~~ All ordinances or parts of ordinances in conflict herewith are hereby repealed.

(i) ~~Effective date. This section [Ordinance No. 2-95] shall be effective upon the date of passage.~~

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

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

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

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

PLACED ON FIRST READING THIS ____ DAY OF _____, 2023.

PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH PARKS AND RECREATION

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: August 10, 2023

SUBJECT: **ORDINANCE 2nd Reading** – Amending Chapter 5-33 of the Village Code of Ordinances Addressing the Placement of Village Launch Ramp Stickers

At the recommendation of the Waterways Board and the Recreation Advisory Board, Village Staff is proposing a change to Section 5-33 of the Village Code of Ordinances relating to the placement of Village launch ramp stickers on vehicles using the boat ramp at Anchorage Park or parking with a trailer at Anchorage Park.

The current ordinance states that all vehicles must have a Village launch ramp sticker permanently affixed to the vehicle, visible from behind. However, Staff recommends an amendment to modify this requirement. The proposed revision would specify that the sticker should be permanently affixed to the driver side trailer tongue (see attached photo). This adjustment aims to provide boat owners with greater flexibility while still ensuring proper identification and compliance with Village regulations.

The revised section of the ordinance would read as follows:

"All vehicles using the boat ramps of Anchorage Park or parking with a trailer at Anchorage Park must have a village launch ramp sticker permanently affixed to the driver side trailer tongue."

Implementing this change simplifies the process for individuals and offers multiple benefits. First, by placing the sticker on the driver side trailer tongue instead of the rear of the vehicle, individuals are relieved from the task of finding an appropriate spot on their vehicle, eliminating the need to consider factors like vehicle design, surface material, or potential damage to the vehicle's exterior, thereby simplifying the process and saving time. Second, the standardized placement promotes uniformity and consistency in display as each sticker will be in the same spot, ensuring a standardized approach across all vehicles. Third, this placement improves visibility for enforcement purposes, facilitating quick verification, and minimizing disputes related to sticker placement. Finally, this change improves the longevity of the sticker through secure attachment, reducing the chances of accidental removal or tampering during transportation or the use of the boat ramp. Overall, this modification streamlines the process, protects vehicles, enhances visibility, promotes consistency, and ensures the durability of the Village launch ramp stickers.

At its July 27, 2023 meeting, the Village Council unanimously approved the Ordinance on first reading without modification.

The attached Ordinance has been prepared/reviewed for legal sufficiency by the Village Attorney and there is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance amending Section 5-33 of the Village Code of Ordinances to modify the location of the launch ranch sticker from the rear of the vehicle to the driver side trailer tongue in accordance with Village policies and procedures.

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AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE II, "BOAT LAUNCHING AREA," OF CHAPTER 5, "BOATS, DOCKS AND WATERWAYS," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 5-33 TO MODIFY THE REQUIRED LOCATION FOR ANCHORAGE PARK LAUNCH RAMP STICKERS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Waterways Board and the Recreation Advisory Board recommended revising Section 5-33 of the Village Code to modify the required location of launch ramp stickers for vehicles and trailers utilizing the Anchorage Park boat ramp; and

WHEREAS, the Code currently requires that the launch ramp sticker be permanently affixed to the vehicle, visible from behind, and the advisory boards and Village Staff are recommending that the stickers be affixed to the trailer tongue for, among other reasons, uniformity, enforcement, and visibility; and

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

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

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

Section 2. The Village Council hereby amends Article II, “Boat Launching Area,” of Chapter 5, “Boats, Docks and Waterways,” of the Village Code of Ordinances by amending Section 5-33 as follows (additional language underlined and deleted language ~~stricken through~~):

Sec. 5-33. Designated; use restricted.

No person shall bring into, launch or operate any vessel (as defined in F.S. § 327.02) upon any park property, including designated swimming areas, except as such places as are or may be designated for such use or purposes by the North Palm Beach Village Council. Such operation or use shall be in accordance with such rules and regulations as are now or may hereafter be adopted by the village council. All vehicles using the boat ramps of Anchorage Park or parking with a trailer at Anchorage Park must have a village launch ramp sticker permanently affixed to the vehicle, visible from behind the vehicle driver side trailer tongue.

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

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

5 Section 5. All Ordinances or parts of Ordinances or resolutions or parts of resolutions in
6 conflict herewith are hereby repealed to the extent of such conflict.
7

8 Section 6. This Ordinance shall take effect immediately upon adoption and shall be enforced
9 as of October 1, 2023.
10

11 PLACED ON FIRST READING THIS ____ DAY OF _____, 2023.
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13 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
14 2023.
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18 (Village Seal)

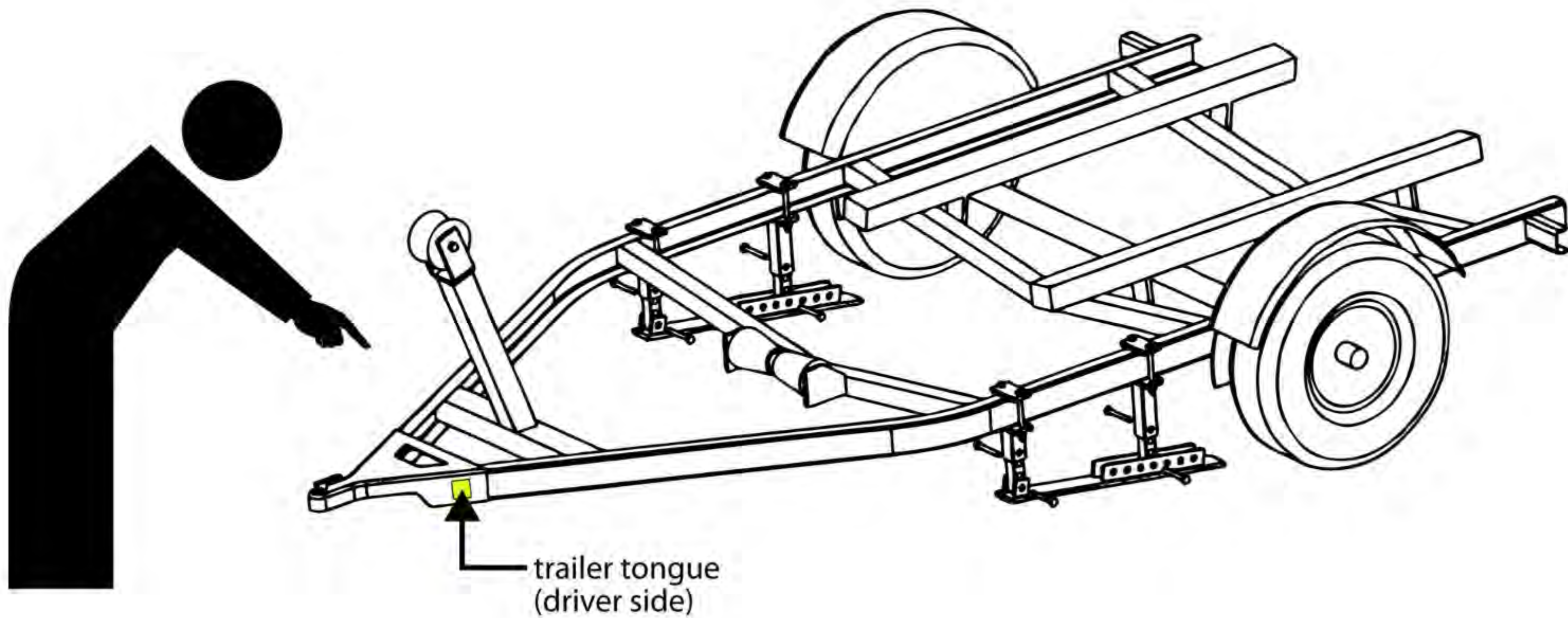
MAYOR

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VILLAGE CLERK
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26 APPROVED AS TO FORM AND
27 LEGAL SUFFICIENCY:
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VILLAGE ATTORNEY
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VILLAGE OF NORTH PALM BEACH COUNTRY CLUB

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, General Manager

DATE: August 10, 2023

SUBJECT: **ORDINANCE – 2nd Reading – Country Club Budget Amendment for Tennis Court Lighting and Fence System**

Village Staff is requesting Council consideration and adoption of an Ordinance amending the Country Club Budget to provide funding to conduct emergency replacement of the tennis court lighting and court fencing system that is twenty-five (25) plus years old and structurally failing.

Background:

NPBCC Tennis Center features ten (10) lighted HarTru (clay) tennis courts. These ten courts are in five bays of two courts each facing north south. Currently, the lighting schematic for these ten courts consists of twenty (20) concrete poles on the perimeter and eleven (11) aluminum poles located down the middle of the bays. Several of the light box fixtures were loose and have required installation of temporary brackets to secure for safety. All of the aluminum light poles are rusting and the concrete poles, built in 1970, are compromised due to internal corrosion. Fencing is structurally obsolete with main support posts rusted throughout causing the top and bottom rails to sag which results in rails and mesh encroaching on the court surface, which has a negative effect on drainage. Staff has had several vendors out to inspect both the lighting and fencing, and all have recommended replacement due to the age and failure of both the aluminum, mesh, and cement structures.

This emergency replacement will create a safer work and play environment, while also reducing the energy consumed, resulting in lower utility costs and vastly improving the quality of light.

Lighting Proposal:

Musco Sports Lighting, LLC has presented a proposal to remove the old pole lighting system and install a new turnkey Light Structure System™ with Total Light Control – TLC for LED™ technology. The current lighting system at the Tennis Center consists of old Metal Halide/HID lights, which require a ballast and a lengthy warm-up period to achieve full brightness, unlike the “instant-on” capabilities of LED technology. This innovative solution is highly regarded for retrofit installations across a range of venues, including multi-purpose fields, basketball courts, tennis facilities, and stadiums. The thirty-one (31) poles will be removed and replaced with twelve (12) galvanized steel poles with guaranteed light levels of 50 Footcandles, which will achieve the necessary lighting levels in accordance with the USTA (United States Tennis Association) standards. It is worth noting that Musco's lights also come with a 25-year warranty.

The widespread adoption of Musco lighting by other local municipalities, counties, and institutions further strengthens Staff's confidence in its products. Florida Atlantic University (FAU), the City of Palm Beach

Gardens, Palm Beach County, the Town of Jupiter, the City of Boca Raton, and the City of Delray Beach are just a few examples of entities that have embraced Musco lighting solutions.

Pricing:

The proposal from Musco Sports Lighting, LLC is pursuant to pricing established in an existing contract with Sourcewell (Contract No. 041123-MSL), expiring June 16, 2027. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts. A secondary quote was obtained from a qualified vendor to verify "fair market value" as required by the Village's purchasing policies and procedures. Despite the lower cost provided by the secondary quote, Staff recommends selecting the higher quote based on reference checks.

As part of the decision-making process, Staff looked into the experiences of other entities that have utilized the other lighting company. Unfortunately, the feedback was less than favorable. One city encountered electrical issues following the company's work, and instead of taking responsibility, the company attempted to shift the blame onto the city. This lack of accountability raises concerns about the company's professionalism and reliability.

Moreover, reports from other cities highlighted issues with glare and disruptive lighting from the other company's LED field lights. Players and surrounding communities were affected by the excessive glare, indicating potential shortcomings in the company's quality control. In addition, their lights were observed to turn on and off independently throughout the day and night due to the absence of contactors. This lack of control undermines the functionality and reliability of the lighting system.

Lastly, the other company offers a 10-year warranty on their equipment. While this might seem reasonable, it raises questions about the long-term reliability and support that they can provide compared to Musco Lighting, which offers a 25-year warranty.

Considering all these factors, Staff believes that Musco Lighting is clearly the superior choice for the Village's lighting needs at the NPBCC Tennis Center. The company's extensive experience, innovative TLC technology, widespread adoption by other municipalities, existing compatibility with existing infrastructure, and reputation for excellence make Musco the ideal partner for this project. With Musco Lighting, the Village can provide our community with reliable, efficient, and high-quality lighting that enhances safety and enjoyment for years to come.

Fencing Proposal:

Village Staff obtained a proposal to remove, dispose and replace the chain-link fence, support posts and railings with new 10' black chain link fence, posts, and railings at a cost not to exceed \$150,000. In lieu of the job coming in less, those monies would be allocated back to the special projects fund.

Funding:

Staff is seeking to utilize funds from the Village's Special Project Fund to purchase and install a new tennis lighting system in accordance with Village policies and procedures. Because the transfer of funds increases the Country Club budget, a budget amendment Ordinance is required:

Budget Amendment:

Fund	Account	Description	Use	Source
Country Club	L3900-09169	Transfer from Special Projects Fund		\$800,000
Country Club	L8050-66210	Construction & Major Renovation	\$800,000	

Total			\$800,000	\$800,000
--------------	--	--	------------------	------------------

The attached Ordinance has been prepared and reviewed for legal sufficiency by the Village Attorney. The Resolution and Contract approving the purchase from Musco Sports Lighting, LLC will be coming to Village Council for approval with the 2nd Reading of this Ordinance.

At its July 27, 2023 meeting, the Village Council adopted the Ordinance on first reading by unanimous vote without modification.

Recommendation:

Village Staff requests Council consideration and adoption on second and final reading of the attached Ordinance approving an amendment to the Country Club Budget to transfer \$800,000 from the Special Projects Fund to the Country Club Construction and Major Renovation Fund and authorizing the Mayor and Village Clerk to execute the required budget amendment to fund the replacement of the tennis court lighting and fencing in accordance with Village policies and procedures.

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED COUNTRY CLUB BUDGET FOR FISCAL YEAR 2023 TO TRANSFER \$800,000 FROM THE SPECIAL PROJECTS FUND TO THE COUNTRY CLUB CONSTRUCTION AND MAJOR RENOVATION ACCOUNT TO FUND THE REPLACEMENT OF THE TENNIS COURT LIGHTING AND FENCING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff has requested the emergency replacement of the tennis court lighting and the court fencing at the North Palm Beach Country Club utilizing funds from the Special Projects Fund; and

WHEREAS, because this amendment increases the total amount of the Country Club budget, this transfer must be accomplished by ordinance as required by Section 166.241, Florida Statutes; and

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

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

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

Section 2. The Village Council hereby amends the adopted Village of North Palm Beach Country Club budget for Fiscal Year 2023 as follows:

Budget Amendment:

Fund	Account	Description	Use	Source
Country Club	L3900-09169	Transfer from Special Projects Fund		\$800,000
Country Club	L8050-66210	Construction & Major Renovation	\$800,000	
Total			\$800,000	\$800,000

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

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

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

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

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3 PLACED ON FIRST READING THIS ____ DAY OF _____, 2023.

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5 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF
6 _____, 2023.

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9 (Village Seal)

MAYOR

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13 ATTEST:

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16 VILLAGE CLERK

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18 APPROVED AS TO FORM AND
19 LEGAL SUFFICIENCY:

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21 _____
22 VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: August 10, 2023

SUBJECT: **ORDINANCE 2nd Reading** – Amendment to the Regulations Governing Peddlers and Solicitors set forth in Chapter 17 of the Village Code of Ordinances

The Village received correspondence from a law firm representing a pest control company that utilizes door-to-door solicitation as a means of procuring new customers. This firm asserted that certain portions of the Village's regulations governing peddlers and solicitors are invalid and unconstitutional, specifically, the fee charged to solicitors, the hours during which solicitation and peddling are permitted, and the enforcement of restrictions implemented by homeowner's associations or condominium associations. Having completed such review, this office is recommending the following revisions to the Village Code:

1. Fee Charged to Solicitors

Currently, Section 17-33 requires that persons engaged in peddling and soliciting pay a business tax of \$346.50 per year and an additional fee of \$115.50 per peddler and solicitor. Because peddlers and solicitors are engaged in protected activity, the Village may only impose such fees as are necessary to defray administrative expenses. Furthermore, the Village generally may not collect a business tax against an entity that does not have a permanent office or location within the Village. Consequently, the proposed Ordinance removes the \$346.50 annual business tax, leaving only the \$115.50 charge per peddler or solicitor to cover the costs of conducting the background check and issuing the required permit.

2. Hours for Solicitation and Peddling

Section 17-88 of the Village Code currently restricts peddling and solicitation activities to between the hours of 10:00 a.m. and 4:00 p.m. There are numerous cases holding that the imposition of a curfew during daylight hours is an unconstitutional restriction on commercial speech. While the Village enacted its current regulations "to guard against unscrupulous business practices and potential criminal activity and protect the peace and tranquility of persons within their homes," the Village may only impose restrictions "necessary to advance substantial government interests." The courts have held that curfews during daylight hours fail to advance such interests. Based on the foregoing, the proposed Ordinance extends the permissible time for a person holding a permit to engage in peddling and soliciting activities to between the hours of 9:00 a.m. and dusk, Monday through Saturday.

3. Enforcement of Association Regulations

Finally, the law firm challenged the Village's enforcement of no solicitation rules imposed by homeowner associations and condominium associations, arguing that the Village's enforcement of these rules violates the individual homeowner's rights to receive information from its client. While the case law is not

as clear on the issue raised by the law firm, under Florida law, the Village lacks the ability to enforce rules and covenants imposed by such associations because they are private contractual rights between the association and the property owners. However, if streets are privately owned by an association or otherwise, these streets are private property and an association, like any other property owner, may post a no soliciting or no peddling sign at the entrance to the street. To that end, the proposed Ordinance amends the last sentence of Section 17-90 of the Village Code to read as follows: "Where streets are privately owned, the owner may post a clearly legible sign at each entrance to the privately owned street indicating that peddling or soliciting is prohibited."

At its July 27, 2023 meeting, the Village Council approved the Ordinance on first reading by a vote of four to one with the following conditions/concerns: (1) the permitted hours for peddling and soliciting be changed from 9:00 a.m. to dusk to 9:00 a.m. to 8:00 p.m. for ease of enforcement; and (2) the Code clearly provide that a solicitation/peddling permit be prominently displayed. To that end, Section 17-88 has been revised to reflect a curfew of 8:00 p.m. and Section 17-87 has been revised to state as follows: "Every person issued a permit pursuant to this article shall have the permit on display and readily visible at all times while engaging in peddling or soliciting activities within the Village."

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

There is no fiscal impact.

Recommendation:

Village Administration requests Council consideration and approval on second and final reading of the attached Ordinance amending the fees and regulations applicable to peddlers and solicitors as set forth in Chapter 17 of the Village Code of Ordinances in accordance with Village policies and procedures.

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WHEREAS, the Village Council wishes to revise its regulations governing the regulation of peddlers and solicitors to comply with current legal requirements applicable to such activities, namely, removal of the requirement for payment of a business tax; extension of the hours during which such activities are permitted; and removal of Village enforcement of association rules prohibiting such activities; and

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

Section 2. The Village Council hereby amends Article II, “Local Business Tax,” of Chapter 17, “Licenses and Miscellaneous Business Regulations,” of the Village Code of Ordinances by amending Section 17-33 to read as follows (deleted language stricken through):

The amount which shall be paid by the several firms, persons or associations engaging in or managing businesses, professions, or occupations for which a receipt is required is hereby fixed as follows:

* * *

* * *

1 Non-store retail

2 * * *

3
4 Solicitor/canvasser each:

5
6 Per year \$346.50

7
8 Each solicitor/canvasser . . . \$115.50

9
10 Section 3. The Village Council hereby amends Article VIII, "Peddlers and Solicitors," of Chapter
11 17, "Licenses and Miscellaneous Business Regulations," of the Village Code of Ordinances to read
12 as follows (additional language is underlined and deleted language ~~stricken through~~):

13
14 **ARTICLE VIII. PEDDLERS AND SOLICITORS**

15
16 **Sec. 17-81. Purpose.**

17
18 The purpose of this article is to protect the citizens of the village and their
19 property by adequately investigating the character and responsibility of itinerant
20 merchants and peddlers traveling from house to house soliciting services and goods
21 and to preserve peace and tranquility for village residents.

22
23 **Sec. 17-82. Definitions.**

24
25 The following words, terms and phrases, when used in this article, shall have
26 the meanings ascribed to them in this section, except where the context clearly
27 indicates a different meaning:

28
29 *Peddler* shall mean any itinerant or traveling vendor or trader who carries
30 goods, merchandise or personal property with him and travels about the village for the
31 purpose of selling same to purchasers at their homes or in public places within the
32 village. This definition shall not include vendors who sell their goods from a fixed
33 place of business within the village.

34
35 *Solicitor* shall mean any individual, whether a resident of the village or not,
36 traveling by foot, motor vehicle or other conveyance from place to place or house to
37 house in taking or attempting to take orders for the sale of goods, merchandise,
38 personal property of any kind or nature for future delivery, or for services either
39 furnished or to be furnished in the future, whether or not any advance payment for
40 such sales or service is being collected.

41
42 As used in this article, the terms peddler and solicitor shall not include:
43 (1) individuals engaged in the sale of goods or services who meet with village residents
44 by appointment at the request of the resident; or (2) residents under the age of sixteen
45 (16) selling cookies, candy, lemonade or similar items.

1 **Sec. 17-83. Permit required.**
2

3 It shall be unlawful for any peddler or solicitor to engage in such business or
4 activity within the corporate limits of the village without first obtaining a permit
5 pursuant to this article.
6

7 **Sec. 17-84. Application for permit or license.**
8

9 (a) Applicants for issuance of a permit pursuant to this article must file
10 with the community development director a sworn application in writing, which shall
11 be accompanied by the application fee established by the village council. The
12 application shall, at a minimum, include the following information:
13

- 14 (1) Applicant's name, permanent address and local address (if different);
- 15 (2) Applicant's age, sex, height, weight and other identifying
16 characteristics;
- 17 (3) Brief description of the nature of the business and the goods or services
18 to be sold;
- 19 (4) Name and address of the applicant's principal or employer
20 organization, together with credentials establishing the relationship
21 between the applicant and the applicant's principal or employer;
- 22 (5) Length of time desired for conducting business (not to exceed one
23 year);
- 24 (6) Place where the goods or merchandise involved are produced, stored or
25 located, and proposed method of delivery;
- 26 (7) A current photographic likeness of the applicant sufficient to establish
27 identification;
- 28 (8) The license tag number and description of any vehicle to be used by the
29 applicant;
- 30 (9) Whether the applicant has been convicted of a crime and if so, the
31 nature of the crime;
- 32 (10) Written authorization for the village to conduct a background check;
33 and
- 34 (11) Written statement that the applicant will observe and comply with the
35 provisions of this article.
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1 (b) An applicant who has been adjudicated guilty or pled nolo contendere
2 to any of the following offenses shall be prohibited from peddling or soliciting within
3 the village:
4

5 (1) Any felony involving violence, regardless of the time elapsed;
6

7 (2) Any crime against children, regardless of the time elapsed;
8

9 (3) Any drug offense regarding possession with intent to distribute,
10 regardless of the time elapsed;
11

12 (4) Any felony conviction within the prior seven (7) years; and
13

14 (5) Any conviction involving moral turpitude within prior seven (7) years.
15

16 **Sec. 17-85. Granting or rejecting application.**
17

18 The community development director shall consider each application for a
19 permit filed pursuant to this article and with the consent of the village manager shall
20 either grant or reject such application and give prompt notice of such action to the
21 applicant.
22

23 **Sec. 17-86. Permit not transferable.**
24

25 Permits issued pursuant to this article shall not authorize any person or persons,
26 except the persons named in the permit, to engage in any peddling or solicitation.
27 Permits are not transferable.
28

29 **Sec. 17-87. Display of permit.**
30

31 Every person issued a permit pursuant to this article shall have the permit on
32 display and readily visible at all times while engaging in peddling or solicitation
33 activities within the village ~~carry the permit on his or her person and shall produce~~
34 ~~same at the request of any village law enforcement or code compliance officer or any~~
35 ~~person to whom he or she is exhibiting his or her goods or selling or attempting to sell~~
36 ~~goods or services.~~
37

38 **Sec. 17-88. Limitation on hours for peddling or solicitation.**
39

40 No person holding a permit issued pursuant to this article shall engage in any
41 solicitation or peddling on Sundays and shall only engage in such activities within the
42 hours of ~~10:00~~ 9:00 a.m. and ~~4:00~~ 8:00 p.m. the remainder of week (except by
43 appointment or invitation of the person or occupant of a residence), unless specific
44 authorization to the contrary is first obtained from the community development
45 director
46

1 **Sec. 17-89. Prohibited practices.**

2
3 It shall be unlawful for any peddler to carry on his or her business by selling
4 his wares by crying them out, blowing a horn, ringing a bell or using any loud or
5 unusual noise or to offer them for sale to the public in any of the public streets, alleys
6 or places within the corporate limits of the village.
7

8 **Sec. 17-90. Notice by property owners.**

9
10 It shall be unlawful for any person holding a permit issued pursuant to this
11 article to approach the private residence of any person within the village which has
12 been posted by a legible sign at or near the front entrance with words similar to "No
13 Peddling" or "No Soliciting" or to remain on the premises of any residence within the
14 village after having been requested to leave by the occupant. ~~Where a homeowner's or~~
15 ~~condominium association's regulations prohibit peddling or soliciting streets are~~
16 privately owned, the association owner may post a clearly legible sign at each entrance
17 ~~or to the privately owned street entering the property or neighborhood~~ indicating that
18 peddling or soliciting is prohibited.
19

20 **Sec. 17-91. Age restrictions.**

21
22 (a) It shall be unlawful for any person under the age of fourteen (14) to
23 engage in peddling or solicitation.
24

25 (b) It shall be unlawful for any person under the age of eighteen (18) to
26 engage in peddling or solicitation without direct supervision by a person at least
27 eighteen (18) years of age. Direct supervision means that the supervising adult shall at
28 all times have the minor in sight and shall in no event be more than one hundred (100)
29 feet away.
30

31 **Sec. 17-92. Revocation of permit.**

32
33 If a permit holder fails to comply with the provisions of this article or the
34 community development director subsequently determines that information set forth
35 in the application was false or misleading, the community development director with
36 the consent of the village manager may revoke the permit and give prompt notice of
37 such action to the permit holder.
38

39 **Sec. 17-93. Appeal.**

40
41 Any person aggrieved by the action of the community development director or
42 village manager in the denial or revocation of a permit as provided by this article shall
43 have the right to appeal to the village council by filing written notice thereof with the
44 village clerk within fourteen (14) days of such denial or revocation and setting forth
45 the grounds for the appeal. The council shall set a time and place for hearing on such

1 appeal and shall so notify the applicant, by mail, not less than five (5) days prior to
2 such scheduled hearing.

3
4 **Sec. 17-94. Enforcement.**

5
6 The provisions of this section shall be enforced in accordance with section 1-
7 8 of this code.

8
9 Section 4. The provisions of this Ordinance shall become and be made a part of the Code of the
10 Village of North Palm Beach.

11
12 Section 5. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
13 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such
14 holding shall not affect the remainder of this Ordinance.

15
16 Section 6. All Ordinances or parts of Ordinances or resolutions or parts of resolutions in conflict
17 herewith are hereby repealed to the extent of such conflict.

18
19 Section 7. This Ordinance shall take effect immediately upon adoption.

20
21 PLACED ON FIRST READING THIS ____ DAY OF _____, 2023.

22
23 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
24 2023.

25
26
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28 (Village Seal)

MAYOR

29
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31 ATTEST:

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33 _____
34 VILLAGE CLERK

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37 APPROVED AS TO FORM AND
38 LEGAL SUFFICIENCY:

39
40 _____
41 VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH LEISURE SERVICES

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: August 10, 2023

SUBJECT: **MOTION** – Considering Presentations Made by Firms Advanced to the Short List for Professional Planning and Design Services to Develop a Master Plan for Osborne Park and Community Center, Determining the Top-Ranked Firm, and Authorizing Staff to Negotiate a Contract.

Instructions:

The Village Council will have the opportunity to consider presentations made by the firms that have advanced to the short list. Each Council member will independently evaluate the firms based on their presentations and rank them in order of preference. Following the presentations and evaluations, a motion will be made to determine the top-ranked firm. Upon selection, Council will authorize staff to commence negotiations for an agreement with the chosen firm. In the event that negotiations with the top-ranked firm prove unsuccessful, the Village will terminate negotiations and proceed to negotiate with the next highest-ranked firm.

Background:

In 2021, Village Staff conducted a Parks and Recreation needs assessment in conjunction with Barth Associates. Staff, residents, and stakeholders were engaged in the process which examined the department's facilities, grounds, and programming levels. From that process, Barth Associates developed a list of potential improvements at each park as well as several short and long-range recommendations. One of the recommendations was to develop conceptual master plans for Osborne Park and the Community Center. Consequently, Staff budgeted \$60,000 in FY23 for professional planning services.

Currently, Osborne Park, located at 705 Prosperity Farms Road, features a multi-purpose building, six (6) three-wall racquetball courts, one (1) outdoor basketball court, a children's playground, a community garden, a tiki hut, two (2) batting cages, two (2) ball fields, a concession stand, and a picnic area. The needs assessment revealed that residents desired more trees for shade, a multi-purpose walking path around the perimeter, updated restrooms, improved signage, an improved playground, pickleball courts, and a splash pad.

The Community Center, located at 1200 Prosperity Farms Road, currently features a multi-purpose ball field, a sand volleyball court, a fitness trail, a children's playground, a full gymnasium, a performance stage, three (3) indoor pickleball courts, three (3) outdoor basketball courts, indoor volleyball courts, a concession stand, and a picnic area. The needs assessment revealed that residents desired more trees for shade, shaded benches along sidewalks, open views and activation of the back of the park, a dog run, improved signage, additional fitness stations along trail, patio tables and chairs, game tables on the

plaza, a ropes course, and a skateboard park. We also heard from staff and residents about the building façade, the stage, the parking lot, and the lack of staff and meeting room space.

As part of the master planning process, the residents, as well as staff and stakeholders, will once again be engaged in discussions about park improvements, renovations, and redevelopment. This time, however, conceptual plans taking into account the proposed changes will be presented along with a financial plan and action plan. To that end, Village staff initiated the process to select a consultant to develop the master plans through the RFQ process.

Request for Qualifications (RFQ) Process:

In accordance with Section 287.055, Florida Statutes (CCNA), the Village issued an RFQ on June 1, 2023 in an effort to identify the most qualified firm to provide parks master planning services to the Village.

A Selection Committee consisting of Leisure Services Director Zak Sherman, Director of Public Works Chad Girard, and Superintendent of Parks and Recreation Stephen Poh participated in the initial review of the qualification statements. The following three firms submitted their qualification statements on June 15, 2023:

- Cotleur & Hearing,
- Team Plan Inc., and
- Chen Moore and Associates

Based upon the Committee's review of the qualification statements submitted by each firm, the Committee shortlisted Cotleur & Hearing, Team Plan Inc., and Chen Moore and Associates at the Committee's meeting on June 22, 2023 and invited all three firms to make presentations to Council.

In accordance with the requirements of the RFQ issued by the Village, Staff is requesting Village Council's evaluation of the presentations made by the shortlisted firms for professional planning and design services to develop a master plan for Osborne Park and Community Center. The objective is to determine the top-ranked firm that will be entrusted with developing the master plans for Osborne Park and the Community Center. Council's authorization is also sought to empower staff to commence contract negotiations with the selected firm. If Staff is unable to negotiate an agreement, Staff will terminate negotiations with the top ranked firm and begin negotiations with the second-highest ranked firm. If negotiations fail with both the top ranked firm and the second-highest ranked firm, staff will terminate negotiations and commence negotiations with the third-highest ranked firm.

Recommendation:

Village Staff recommends Council consideration of the presentations and approval of a motion accepting the ranking of the firms, as determined through the Council's evaluation, for the completion of a Master Plan for Osborne Park and the Community Center and authorizing Staff to commence negotiations with the top-ranked firm. If Staff is unable to negotiate an agreement with the top-ranked firm, Staff will terminate negotiations and move down the list to the next highest-ranked firm as required by the CCNA.

REQUEST FOR QUALIFICATIONS FOR
Master Planning – Osborne Park and
Community Center



VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FLORIDA 33408-4906

ADVERTISEMENT, INSTRUCTIONS FOR
SPECIFICATIONS, PROPOSAL FORMS

ADVERTISEMENT

The Village of North Palm Beach, Florida, a Florida municipal corporation located in Palm Beach County, Florida ("Village"), is accepting qualification proposals for firms that can provide professional planning and design services to develop a master plan for the Village of North Palm Beach's Osborne Park and Community Center until **2:00 P.M. EST on June 15, 2023**, at the Village Clerk's Office, Village Hall, 501 U.S. Highway One, North Palm Beach, FL 33408. Qualification proposals received after the aforementioned date and time will be returned unopened.

The complete Request for Qualifications, including all specifications and forms, may be obtained by bona fide proposers upon application at the Village of North Palm Beach, 501 U.S. Highway One, North Palm Beach, Florida 33408, Demand Star or from the Village website at www.village-npb.org.

Sealed qualification proposal envelopes should be marked **"RFQ for Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach's Osborne Park and Community Center."** The Village shall evaluate the qualification proposals in accordance with the criteria set forth in the RFQ. The Village anticipates an award to the proposer with the proposal determined by the Village to be most advantageous. The Village may conduct interviews and/or require presentations as part of the evaluation process. The Village shall not be liable for any costs incurred by any proposer in connection with its response to this RFQ. The Village reserves the right to reject all RFQ submittals, to waive any formalities, to solicit and re-advertise for new RFQ submittals, or to abandon the project in its entirety.

VILLAGE OF NORTH PALM BEACH, FLORIDA

Chuck Huff,
Village Manager

Publish: Palm Beach Post
Date: June 1, 2023

Publish: Demand Star
Date: June 1, 2023

REQUEST FOR QUALIFICATIONS FOR
Professional Planning and Design Services to Develop a Master Plan for the
Village of North Palm Beach's Osborne Park and Community Center

1. GENERAL INFORMATION:

The Village of North Palm Beach, Florida ("Village"), a Florida municipal corporation located in Palm Beach County, is accepting sealed qualification proposals for **Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach's Osborne Park and Community Center ("Master Plan")** until **2:00 P.M. EST on June 15, 2023**, at the Village Clerk's Office, Village Hall, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the aforementioned date and time will be returned unopened.

The **Master Plan** should assess current conditions and existing issues at both parks, analyze future opportunities and constraints, and gain input from the community on the desired uses, facilities, amenities, and services.

The **Master Plan** resulting from this work effort will be used as a guide for future renovation and/or redevelopment of Osborne Park and the Community Center.

2. PREPARATION OF PROPOSAL:

This Request for Qualifications ("RFQ") provides the complete set of terms and conditions, specifications and proposal forms. The following documents are attached hereto and incorporated herein by reference.

Scope of Work/Specifications	Exhibit "A"
Proposer's Certification	Exhibit "B"
Public Entity Crimes Statement	Exhibit "C"
Scrutinized Vendor Certification	Exhibit "D"
Drug Free Workplace	Exhibit "E"
Standard Village Contract	Exhibit "F"

This RFQ is available for review and printing from the Village's web site: www.village-npb.org or from Demand Star.

All proposal forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal ability to bind the proposing entity in contractual obligations. Unsigned proposals will not be accepted.

All proposal forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a proposer to any part of a proposal form must be initialed in ink. It is a proposer's sole responsibility to assure that its proposal is complete and delivered at the proper time and place of the proposal opening. The Village will not be responsible for any expenses incurred in connection with the preparation and/or delivery of a proposal.

An original of all proposal forms, five (5) copies and one (1) electronic copy, along with other required information (as stated in Section 8 below), must be submitted in a sealed envelope to the address provided above via hand-delivery or mail. Faxed or e-mailed proposals are not acceptable. The face of the sealed envelope shall state **“RFQ for Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach’s Osborne Park and Community Center.”** and contain the proposer’s name, return address, title of the proposal, and the date and time for proposal opening. Qualification proposals not submitted in a sealed envelope or on the enclosed proposal forms may be rejected.

All questions regarding this RFQ must be submitted to **Zakariya Sherman** by e-mail to zsherman@village-npb.org no later than seven (7) days prior to the date scheduled for proposal opening. Responses to questions will be provided as expeditiously as possible, generally within two (2) business days. If any question requires a response, which the Village in its sole discretion, determines should be provided to all potential proposers, the Village will issue an official addendum to this RFQ. The Village will endeavor to make sure all potential proposers receive such addendum by posting the addendum on the Village’s website for the respective proposal solicitation; however, it is the sole responsibility of every proposer to verify with the Village whether any addendum has been issued prior to submitting a proposal. The Village will not issue an addendum five (5) days or less before proposal opening.

3. QUALIFICATION EVALUATION AND AWARD:

On the date and time specified in this RFQ, the Village will open and announce aloud all proposals received on time. The evaluation of the proposals will occur soon thereafter. The proposal opening may be delayed if, at the sole discretion of the Village, it is considered to be in the Village’s best interests.

The Evaluation Committee consisting of Village staff shall rank all the firms in order based upon the scoring matrix in Section 9 of the RFQ for the development of a “short list” of no fewer than three firms deemed the most highly qualified. These firms will then be required to make formal presentations to the Village Council. The Village Council shall then rank these firms on the basis of their presentation and authorize staff to commence negotiations with the top ranked proposer and present a contract to the Village Council for approval. For illustrative purposes, a copy of the Village’s standard contract for the purchase of goods and/or services is attached as Exhibit “F.” To best meet the needs of the Village, the terms of the Contract may be revised during negotiations.

If staff are unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then recommended and formally approved by the Village Council or until the short-list is exhausted in which case a new Request for Qualifications may be undertaken.

The Village, in its sole discretion, reserves the right to waive all technicalities or irregularities, to reject any or all proposals or any part of a proposal, to award to a single

proposer or to divide the award between proposers, and to re-solicit this RFQ or any part of this RFQ. The Village further reserves the right, in its sole discretion, to award a contract to the proposer (or proposers) whose qualifications best serves the interests of the Village.

4. REGULATIONS, PERMITS AND FEES:

Where applicable, the selected proposer will be required to obtain at its own expense all permits, inspections, business tax receipts and/or licenses, if any, necessary to provide the required services to the Village under this RFQ. The selected proposer must comply with all applicable federal, state and local laws and regulations.

5. PUBLIC ENTITY CRIMES:

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

A public entity crimes statement must be completed and signed by an authorized representative and be included with the proposal. A copy of the public entity crimes statement is attached to this RFQ as Exhibit "C."

6. PUBLIC RECORDS:

Upon award recommendation or thirty (30) days after opening, whichever is earlier, all proposals and information submitted with each proposal become "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes ("Public Records Law"). In order to be exempt from disclosure, a proposer must invoke the exemptions to disclosure provided by law in its proposal by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

7. PROPOSER'S CERTIFICATIONS:

Each proposer submitting a proposal acknowledges, agrees and certifies as follows:

- A. The proposer and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Village;
- B. The proposal constitutes an offer to the Village, which shall remain open, irrevocable and unchanged for ninety (90) days after proposal opening;
- C. The proposer has not given, offered nor intends to give or offer any economic opportunity, future employment, favor or gratuity of any kind to any employee of the Village in connection with this RFQ;
- D. The proposer has not divulged or discussed its proposal with other proposers;

- E. The proposal is made based on independent determination of the proposer without collusion with other proposers in an effort to restrict competition;
- F. The proposer has not made any attempt to induce any potential proposer from submitting or declining to submit a proposal in response to this RFQ;
- G. The proposer is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFQ;
- H. The proposer shall indemnify, defend and hold harmless the Village, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFQ;
- I. Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or any crime involving fraud.
- J. Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in competitive procurement by any Federal, State or Local Government agency and are not listed on the Florida convicted vendor list.
- K. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current. Proposer certifies at the time of contracting and during the preceding twelve (12) month period that charges are no higher than those charged to the Proposer's other customers for the same or substantially similar service(s) in the Southeast Region of the United States.
- L. No member of the proposer's ownership, management or staff has any vested interest in or employment relationship with the Village; and
- M. All information provided in the proposal is true and correct in all respects.

If any proposer fails to meet the foregoing certifications, said failure will constitute grounds for rejecting the proposal.

8. PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS:

Each proposal shall be submitted in a clear, concise format, on 8½ x 11 paper. Each proposal set shall contain all information requested herein to be considered for award. Omission of required information may be cause for disqualification. Each proposal shall consist of the following:

- A. **Title Page.**

B. Table of Contents.

C. Cover Letter of Transmittal (no more than two pages):

The Cover Letter of Transmittal shall summarize in a brief and concise statement the proposer's qualifications and the key points of the proposal and shall be signed by an official authorized to bind the proposer and who shall be responsible for committing the firm's resources to this project. The Cover Letter shall also contain the following:

- (1) A statement that the proposer is licensed in the State of Florida and qualified to provide all services requested under this RFQ.
- (2) A statement that if selected by the Village, the proposer understands the work to be done, commits to perform the work within the time period, is able to and will comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida and the United States.

D. Statement of Qualifications of Proposer.

The Statement of Qualifications shall provide a narrative of the proposing firm's qualifications to provide services as described herein, and shall, at a minimum, contain the following information:

- (1) Contact Information: The name, address, email address and phone number of the contact person who will be available to respond to any questions and/or schedule interviews during the course of this RFQ solicitation process.
- (2) A profile of the firm, including the history of the firm, enterprise structure, ownership interest, organizational chart and the length of the firm's existence. Provide a list of subsidiary or affiliated companies in which the principals have a financial interest.
- (3) A description of the firm's qualifications to provide Professional Planning and Design Services to develop a Parks Master Plan. Include experience in preparing Parks Master Plans for public agencies that have characteristics similar to the Village.
- (4) A statement whether or not the firm is in compliance with the insurance requirements as described herein regarding minimum coverage. Proof of compliance will be required once a consultant is selected.
- (5) Litigation: List of all litigation cases during the past three (3) years in which the proposer has been a named party. Provide case number, case venue and brief description of facts.
- (6) Confirmation that your firm has no conflict of interest with regard to any other work performed by the proposer for the Village of North Palm Beach.

E. Project Team.

- (1) Identify the primary consultant and list other key personnel to provide services under the contract. Provide a resume of the primary consultant.
- (2) Provide an organization chart for personnel including an explanation of their role and relationship associated with the Village's tasks and related scope of work to be performed.

F. Project Approach.

- (1) Describe the approach your company will take to provide consulting services to develop a Master Plan for Osborne Park and the Community Center, including all methodology, deliverables, client meetings and other tasks described in the scope of services.
- (2) Identify any work that will be required by the Village in order to complete the project using your firm's proposed approach.
- (3) What differentiates your service from other consultants?

G. Past Project Experience and Client References.

- (1) Detail the firm's past experience and performance on developing Park Master Plans for local governments of comparable size and complexity. Provide a list of clients that the firm has provided consulting services to during the past five (5) years. The individual project details shall include:
 - (a) Name of Company
 - (b) Description of Services provided
 - (c) Date Services were provided
 - (d) Name of Primary Consultant
 - (e) Client Contact Information (name, email and phone)
- (2) Proposer shall provide a list of any Florida government clients from which the firm has been terminated or has withdrawn or resigned within the past five (5) years and the reason(s) therefore. If none, please state none.

H. Project Schedule.

Proposer shall provide a timeline for preparation and implementation of the Master Planning process and its components.

I. Proposer's Certification (Exhibit B).

J. Public Entity Crimes Statement (Exhibit C).

K. Scrutinized Vendor Certification (Exhibit D).

L. **Confirmation of Drug Free Workplace (Exhibit E).**

M. **Conflict of Interest Disclosure.**

The proposer shall disclose with its proposal the name(s) of any officer, director, agent, employee or immediate family member (spouse, parent, sibling and child) who is also an employee or officer of the Village. Furthermore, all proposers shall disclose the name of any Village employee or officer who, either directly or indirectly, owns a material interest in the proposer's company, firm or group or in that of any of its affiliates. If no such conflict of interests exists, the proposer should clearly state this in its proposal.

9. **SELECTION/EVALUATION PROCESS:**

The Village shall use a two-step evaluation process for competitive selection.

I. **Step One (Initial Evaluation):**

Proposals that are complete and responsive shall be evaluated by the Village's Evaluation Committee. Each Evaluation Committee member shall independently evaluate each proposal based on the categories set forth below. Points shall be assigned utilizing the following matrix:

Maximum Points	Category
25	Qualifications of Proposer
25	Project Team
25	Project Approach
25	Past Project Experience in Palm Beach County
25	Project Schedule
25	Client References

Maximum Number of Points: 150

The scores assigned to the proposal by each Committee member for each category shall be totaled (the client references score shall be the same for each Committee member). Based on the total score, the proposers submitting the top three (3) proposals shall advance to the "short list" and shall be invited to make a presentation to Village Council. In the event of a tie at the third position, four (4) firms shall be invited to make a presentation.

II. **Step Two (Presentations):**

The Village Council will consider presentations made by firms advanced to the "short list." Village Council members will independently evaluate each firm based on their presentation and rank the firms in order of preference. Village Staff shall then

enter into negotiations with the top-ranked firm. If negotiations with the top ranked firm are unsuccessful, the Village shall terminate negotiations and then commence negotiations with the next highest-ranked firm.

Evaluation Scoring Scale:

25 Point Scale

Superior Response (highest quality):	20 - 25 Points
Good Response (satisfactory):	12 – 19 Points
Fair Response (adequate):	6 – 11 Points
Failed Response (does not meet expectations):	0 - 5 Points

Evaluation Scoring Scale Definitions:

Superior Response: Comprehensively meets the requirements and intent for the RFQ. Information was clearly presented and complete. Response demonstrated a thorough understanding of the RFQ scope and requirements. Evaluation demonstrates a mastery of the evaluation category. Response demonstrates proposers' selection would be both a considerable value and benefit to the RFQ project goals.

Good Response: Meets the majority of the requirements and intent for the RFQ. Information was clearly presented and complete with minimal deficiencies. Response demonstrated a good understanding of the RFQ scope and requirements. Evaluation demonstrates a considerable knowledge of the evaluation category. Response demonstrates proposers' selection would be both a value and benefit to the RFQ project goals.

Fair Response: Minimally meets the requirements and intent for the RFQ. Information was presented with some deficiencies. Response demonstrated an average understanding of the RFQ scope and requirements. Evaluation demonstrates a minimal knowledge of the evaluation category.

Failed Response: Does not meet the requirements and intent for the RFQ. Information was presented with excessive deficiencies. Response demonstrated an insufficient understanding of the RFQ scope and requirements. Evaluation demonstrates an insufficient knowledge of the evaluation category.

The Village expressly reserves the right to modify the procedures set forth herein for the selection/evaluation process.

10. **NEGOTIATION:**

At the conclusion of the competitive selection process, the Village Manager or his designee shall commence negotiations with the firms in order of ranking. At the conclusion of negotiations, the resulting contract(s) shall be presented to the Village Council for approval.

11. CONE OF SILENCE:

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

RFP EXHIBIT “A”

SCOPE OF WORK/SPECIFICATIONS

Background:

The Village of North Palm Beach is located on the sunny east coast of Florida, nine (9) miles north of West Palm Beach in Palm Beach County. The land area of the Village is approximately 5.8 square miles. The Village has an abundant amount of waterfront property created by a number of lakes, canals and the Atlantic Ocean. Other assets include a Country Club with a golf course, driving range, pool, tennis courts, a restaurant and a banquet facility; four parks; marina; library; a police and fire rescue station; and a public elementary and middle school. Additionally, with such advantages as warm weather, sunshine, golf, ocean fishing, boating, sandy beaches and balmy breezes, the Village has much to offer enthusiastic people whether they are raising families or are looking to retire.

The Village's Park and Recreation facilities are described below to assist the Consultant in coordinating the Master Planning of Osborne Park and the Community Center with the Village's overall parks and recreation system. However, the Master Planning process will be solely focused on Osborne Park and the Community Center.

Community Center – 1200 Prosperity Farms Road

Features a multi-purpose ball field, sand volleyball court, fitness trail, children's playground, full gymnasium, performance stage, three (3) indoor Pickleball courts, three (3) outdoor basketball courts, concession stand and picnic area.

Osborne Park – 715 Prosperity Farms Road

Features a multi-purpose building, six (6) three-wall racquetball courts, two (2) outdoor basketball courts, children's playground, two (2) batting cages, two (2) baseball fields, concession stand and picnic area.

Anchorage Park – 603 Anchorage Drive

Features multi-purpose building, children's playground, two (2) dog parks, two (2) tennis courts, large open field area, a baseball field, four (4) sand volleyball courts, picnic areas, nine (9) gazebos, two (2) fishing piers, jogging trail, restrooms, dry storage area, wet slips, boat wash and boat ramp.

Lakeside Park – East end of Lighthouse Drive

Features an outdoor basketball court, pull up bars, picnic pavilion, tiki hut, sand volleyball court, beachfront area, walking trail and children's playground area.

Veterans Memorial Park – 501 U.S. Highway One

Features a passive park with amphitheater, benches and US Military commemorative flag poles.

North Palm Beach Country Club Pool Facility – 951 U.S. Highway One

Features an Olympic-size swimming pool, one-meter diving board, lap lanes, locker room facilities, pro shop, and a splash park.

North Palm Beach Country Club Tennis Facility – 951 U.S. Highway One

Features 10 Har-Tru clay lighted tennis courts and pro shop.

The Parks and Recreation Department offers a wide variety of events, activities, classes, workshops and leisure opportunities for all ages throughout the year. Spring and Summer Camp programs are conducted for youths 8 – 14 years of age.

Special Events

The Parks & Recreation Department offers a wide spectrum of special events throughout the year, ranging from January's Car Show & Chili Cook-off to the July 4th fireworks to Holiday activities. The Department also offers seasonal events as well as activities unique to the Village, such as the annual Heritage Day Parade and Festival, Touch-A-Truck, Village-Wide Garage Sale, Egg hunts, Veteran's Day ceremony, Arts & Crafts Festival, and Santa's Trolley rides.

Sports

Adult recreational sports opportunities are offered including Pickleball and Basketball. Youth recreational T-Ball, Basketball, Flag Football, Volleyball and Soccer are also operated within the Department.

Organization Involvement:

- The North Palm Beach Swim Club trains and holds county-wide competitions at the Village Pool.
- Palm Beach Crew (a youth rowing club) trains out of Anchorage Park.
- Host St. Clare's Catholic Church home basketball and volleyball games at the Community Center
- Host The Conservatory School's home basketball, baseball, soccer, and volleyball games at the Community Center and Osborne Park.

Revenues are generated from the following sources:

Facility Usage Fees – All users of Village facilities and fields are charged a rental fee.

Marina Revenue – The Village retains fees from wet/dry storage and annual use of the marina's boat ramp.

Program Activity Fee – All non-resident users of Village programs and youth leagues are charged a higher rate.

Summer/Spring Camps – The Village retains all camp registration fees.

Heritage Day – The Village retains all sponsor monies and ticket fees.

Project Description

The Village has a strong commitment to provide high quality park and recreational facilities and programs for citizens of the community. The consultant will work closely with Village staff and the community in preparing the **Master Plan for Osborne Park and the Community Center**. The Consultant will produce a color version of the final Master Plan document with drawings for distribution to the public. The report will also be provided in digital format to the Village.

Specific tasks to include in the Plan include, but are not limited to the following:

Scope of Work:

1. Inventory and analyze current park infrastructure, facilities (both indoor and outdoor), and equipment
2. Review plans and other documents as needed to provide background information
3. Identify deficiencies and how they can be corrected, changed or improved
4. Identify potential for development and improved utilization (especially for the Community Center stage, lobby, offices, and front entry area)
5. Identify, describe and implement a comprehensive strategy and methodology for citizen involvement (public engagement)
6. Identify current and future community needs
7. Identify current and future recreation trends
8. Identify future best uses of both parks
9. Evaluate and identify short and long-range vision
10. Identify potential funding sources and strategies
11. Create Draft Plan and recommendations
12. Establish implementation phases and strategy based on priorities
13. Estimate costs of proposed facilities, infrastructure, and/or equipment in each phase
14. Deliver Final Document organized in an easy to read format that can be adopted by the Village

Progress Reporting

1. The consultant and the Village's Director of Parks and Recreation shall hold progress meetings as often as necessary, but in no case less than once (1) per month, until the final plan is approved by Village Council for the purpose of progress reporting.
2. The Director of Parks and Recreation shall schedule the meetings, as necessary, at key times during the development of the Master Plan.

Action Plan

1. Project kick-off, existing conditions inventory and analysis
2. Review of plans and documents
3. Identification of deficiencies and potentialities
4. Public engagement
5. Development and analysis of future trends and needs
6. Development of vision, design guidelines and implementation strategy
7. Master Plan development

Development of Final Plans and Supporting Materials

1. A summary of existing conditions, deficiencies, potentialities, recreation trends, and community needs.
2. Short and long-range visions.
3. Charts, graphs, maps and/or other data as needed to support the plan and its presentation to the appropriate audiences.
4. A Financial Plan.
5. An Action Plan.
6. Plan must present a clear and articulate "road map" for the future of both parks.

7. A color version of the final Master Plan document with drawings for distribution to the public. The report will also be provided in digital format to the Village.
8. A minimum of two (2) meetings with Village Council, one at the time of the presentation of the draft Master Plan, and one at the adoption of the final Master Plan.

Preliminary Project Schedule

The following tentative schedule is anticipated for selection, contract negotiations and contract award. Contract award will be expected in July 2023. The Master Planning associated with this proposal will commence on or about August 2023. The timeline that is projected for the preparation and completion of the **Master Plan for the Village of North Palm Beach's Osborne Park and Community Center** is six (6) to nine (9) months from the Village Council's approval of the Contract.

Tentative RFQ Schedule (*subject to change at the discretion of the Village*):

June 1, 2023	Public Advertisement of RFQ
June 15, 2023	Proposals due by 2:00 PM
June 15, 2023	Evaluation Committee Review of RFQ (Step 1)
July 13, 2023	Presentations to Council (Step 2)
July 27, 2023	Contract Recommendation to Council

RFQ EXHIBIT "B"
PROPOSER'S CERTIFICATION

SUBMIT ONE (1) ORIGINAL, FIVE (5) COPIES AND ONE (1) ELECTRONIC COPY OF YOUR QUALIFICATION PROPOSAL TO:

Village of North Palm Beach
Village Clerk's Office
501 U.S. Highway One,
North Palm Beach, FL 33408

RFQ TITLE: Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach's Osborne Park and Community Center

Proposal must be received **PRIOR TO 2:00 P.M. on June 15, 2023**, at which time proposals will be opened.

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

Fed. ID# or SSN: _____

Address: _____

Fax Number: _____

Telephone No.: _____

E-mail Address: _____

Contact representative: _____

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFQ, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will in good faith enter into contract negotiations with the Village utilizing the standard Village in accordance with the terms and conditions of this RFQ. No proposal may be withdrawn for a period of ninety (90) days following the opening of the proposals. The Proposer further acknowledges and affirms the certifications set forth in Section 7 of the RFQ.

PROPOSER REPRESENTATIVE WITH AUTHORITY TO BIND CONTRACT

Authorized Representative's Signature

Date

Name

Position

CORPORATE SEAL

Attest By: _____

Secretary

Signature: _____ Date: _____

RFQ EXHIBIT "C"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

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

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

whose business address is _____

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

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

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

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

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

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), **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 _____, 2023 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

RFQ EXHIBIT "D"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

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

whose business address is _____

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

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

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

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

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2023 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

RFQ EXHIBIT "E"
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a 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 violation 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 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 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 this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

RFQ EXHIBIT "F"
STANDARD VILLAGE CONTRACT

This Contract is made as of the _____ day of _____, 2023, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and _____, an individual or corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR, whose Federal I.D. is _____.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the VENDOR shall provide to the VILLAGE all goods and services necessary for Consulting Services to Develop a **Master Plan for the Village of North Palm Beach's Osborne Park and Community Center** pursuant to the terms and conditions of this Contract.

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work for Consulting Services to Develop a **Master Plan for the Village of North Palm Beach's Osborne Park and Community Center** in accordance with the Request for Qualifications issued by the Village, which is incorporated herein by reference.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall be in place until the final **Master Plan** is approved by the Village Council, unless terminated in accordance with the terms and conditions stated herein. The VENDOR shall complete all services within _____ days of the Village's issuance of a Notice to Proceed.

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

SECTION 3: VILLAGE'S REPRESENTATIVE.

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

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the VENDOR for Consulting Services to Develop a **Master Plan for the Village of North Palm Beach's Osborne Park and Community Center** and for which Purchase Orders are issued in accordance with VENDOR's proposal, which is attached hereto and incorporated herein by reference.

B. In order for both parties herein to close their books and records, VENDOR will clearly state "final invoice" on the VENDOR's final/last billing to the VILLAGE. This certifies that all

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

SECTION 5: INDEMNIFICATION.

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

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

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

SECTION 6: PERSONNEL.

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

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

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

SECTION 7: TERMINATION.

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

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

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

A. Prior to commencing any work, the VENDOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE's representative. Failure to comply with the foregoing requirements shall not relieve the VENDOR of its liability and obligations under this Contract.

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

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

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

SECTION 10: SUCCESSORS AND ASSIGNS.

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

benefits hereunder to anyone other than the VILLAGE and the VENDOR.

SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.

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

SECTION 12: INDEPENDENT RELATIONSHIP.

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

SECTION 13: ACCESS AND AUDITS.

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

SECTION 14: NONDISCRIMINATION.

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

SECTION 15: ENFORCEMENT COSTS.

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

SECTION 16: SEVERABILITY.

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

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

SECTION 17: MODIFICATIONS OF WORK.

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

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

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

SECTION 18: PUBLIC ENTITY CRIMES.

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

SECTION 19: PROTECTION OF WORK AND PROPERTY.

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

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

SECTION 20: WARRANTY/GUARANTY.

VENDOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one (1) year following the provision of said goods and services.

SECTION 21: COMPLIANCE WITH LAWS.

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

SECTION 22: NOTICE.

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

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

and if sent to the VENDOR shall be mailed to:

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

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

SECTION 24: WAIVER.

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

SECTION 25: PREPARATION.

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

SECTION 26: SURVIVABILITY.

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

SECTION 27: WAIVER OF SUBROGATION.

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

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

SECTION 28: INSPECTOR GENERAL.

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

SECTION 29: INVOICING AND PAYMENT:

Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Request for Qualifications shall minimally meet the following conditions to be considered as a valid payment request:

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

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, Florida 33408
ATTN: Accounts Payable

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

SECTION 30: ADDITIONAL SERVICES:

If during the contractual period covered by the agreement, additional services are needed, VENDOR may, at the option of the Village Council, be engaged to perform these services under the terms of the contract.

SECTION 31: PUBLIC RECORDS.

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

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

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

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to

terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

SECTION 33. E-VERIFY.

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

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

VENDOR

By: _____

Print Name:_____

Position:_____

VILLAGE OF NORTH PALM BEACH

BY: _____
DAVID NORRIS, MAYOR

ATTEST:

BY: _____
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

ADVERTISEMENT

The Village of North Palm Beach, Florida, a Florida municipal corporation located in Palm Beach County, Florida ("Village"), is accepting qualification proposals for firms that can provide professional planning and design services to develop a master plan for the Village of North Palm Beach's Osborne Park and Community Center until **2:00 P.M. EST on June 15, 2023**, at the Village Clerk's Office, Village Hall, 501 U.S. Highway One, North Palm Beach, FL 33408. Qualification proposals received after the aforementioned date and time will be returned unopened.

The complete Request for Qualifications, including all specifications and forms, may be obtained by bona fide proposers upon application at the Village of North Palm Beach, 501 U.S. Highway One, North Palm Beach, Florida 33408, Demand Star or from the Village website at www.village-npb.org.

Sealed qualification proposal envelopes should be marked **"RFQ for Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach's Osborne Park and Community Center."** The Village shall evaluate the qualification proposals in accordance with the criteria set forth in the RFQ. The Village anticipates an award to the proposer with the proposal determined by the Village to be most advantageous. The Village may conduct interviews and/or require presentations as part of the evaluation process. The Village shall not be liable for any costs incurred by any proposer in connection with its response to this RFQ. The Village reserves the right to reject all RFQ submittals, to waive any formalities, to solicit and re-advertise for new RFQ submittals, or to abandon the project in its entirety.

VILLAGE OF NORTH PALM BEACH, FLORIDA

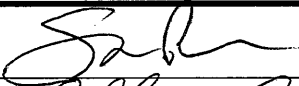
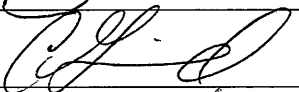

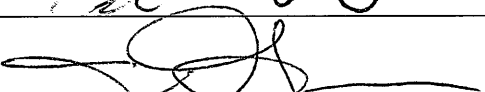
Chuck Huff,
Village Manager

Publish: Palm Beach Post
Date: June 1, 2023

Publish: Demand Star
Date: June 1, 2023

Village of North Palm Beach Bid Summary Sheet

PAGE 1 ____ OF 1 ____

Proposal for: Master Planning Osborne Park and Community Center			Date: June 15 2023		No. of Proposals Received:
DESCRIPTION		VENDORS			
Requirements: accepting qualification proposals for the Master Planning Osborne Park and Community Center RFP Bid Opening	Cotleur & Hearing 1934 Commerce Lane ste 1 Jupiter, FL 33458	Team Plan Inc 824 US Hwy 1 Suite 250 North Palm Beach, FL 33408	Chen Moore and Associates 500 Australian Ave S Suite 850 West Palm Beach, FL 34401		
	✓	✓	✓		
VILLAGE OFFICIALS PRESENT (Signature)		VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)			
					
					
					
					

RFQ for Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach's Osborne Park and Community Center

RFQ-2023-02-Leisure-Services/ZMS-0-2023/ZS

RFQ-2023-02-Leisure-Services/ZMS-0-2023/ZS

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6/15/2023

RFQ for Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach's Osborne Park and Community Center

A stylized illustration of palm fronds in the bottom left corner, rendered in dark green and light gray lines.

CONSULTANT TEAM:

- ❖ TEAM PLAN INC.
- ❖ KIMLEY-HORN & ASSOCIATES
- ❖ CSA ARCHITECTS



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TEAM PLAN INC.

Land Planning ❖ Zoning ❖ Landscape Development ❖ Landscape and Urban Design

June 15, 2023

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

RE: RFQ for Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach's Osborne Park and Community Center

Dear Mr. Huff:

Our office is pleased to submit the attached proposal for professional services to the Village Evaluation Committee for the referenced RFQ. We hope our record of successful accomplishments is sufficient to warrant selection as the primary consultant team for this community project. We believe our team of highly trained and experienced professionals in the areas of land planning, engineering, and architecture provide the services necessary to deliver the Village an exquisite master plan for Osborne Park and the Village Community Center.

Our team members include:

- ❖ Team Plan Inc. - a local land planning, land development, and urban design consulting firm established in 1973. Team Plan is the lead consultant on this proposal and is licensed in the State of Florida and qualified to provide all services requested under this RFQ.
- ❖ Kimley-Horn and Associates - a nationally recognized civil engineering firm with concentrations in municipal governance and landscape architecture with a local office in West Palm Beach.
- ❖ Currie Sowards Aguila Architects - a local architectural firm that specializes in, among other things, municipal buildings and outdoor activity areas.

Our approach to the project will be inclusive, transparent, and methodical. If selected, we intend to utilize a combination of public participation events, community surveys, and stakeholder interviews to solicit input regarding the best and highest uses for the park and center. Events that we intend to participate in to solicit comments regarding the master plan include special events held at the Village County Club and Anchorage Park and sporting events held at both locations. In addition, our office will conduct an exhaustive community survey regarding the master plan and provide the Village the results in both written and statistical formats so that the results can be used to successfully navigate the decision making process regarding each facility.

The purpose and intent of our proposal is to include the community, staff, and stakeholders in every step of the decision making process regarding the master plan. To that end, we will conduct stakeholder interviews, preferably at Town Hall or the Country Club, with designees that have a special interest in the park or center, including members of the Village Recreation Advisory Board and leaders of the various activities conducted at both facilities.

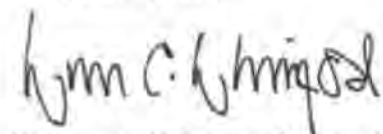
Our focus will not only include analysis of outdoor activities that occur at both locations, but also the infrastructure necessary to support multiple uses and evaluation of indoor activity opportunities. Team member Kimley-Horn & Associates brings valuable expertise to the Village in the areas of civil engineering and design for this purpose. Plans developed by our team will be vetted for compliance with drainage and floodplain requirements to ensure little or no impact on the Village. Also, team member Currie Sowards Aguila Architects will provide architectural guidance that celebrates the unique character of the Village. Currie Sowards will also evaluate the physical wellbeing of existing structures at each location and make recommendations regarding the best use of multi-activity buildings and structures.

Ultimately, Team Plan will provide a comprehensive master plan for planned improvements to Osborne Park and the Community Center. The master plan will be presented to the Village Council for comment and review no less than two times. In addition, the plan will be presented to the Recreation Advisory Board for input, advice, and endorsement prior to delivery to the Council. At a minimum, the plan will include no less than two alternatives for each facility, with call-outs that highlight specific recommendations based on input from Village residents, stakeholders, and staff. In addition, the plans prepared by our office will be provided to the Village in both paper and electronic formats, and in color and B&W for reproduction purposes.

Further, if selected by the Village, we understand the full scope of the work to be done, commit to performing the work within the time period established by the Village, and are able to and will comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida, and the United States.

We hope you find the attached acceptable and we look forward to your support.

Very truly yours,



William C. Whiteford, PhD, AICP, LEED ND™

cc: Zakariya Sherman, Village of NPB Leisure Services Director

Jason Webber, P.E., Kimley-Horn & Associates

Tricia Richter, P.L.A., ASLA – Landscape Architect, Kimley-Horn & Associates

Nick Kuhn, P.L.A., CPRP – Park Planning Professional, Kimley-Horn & Associates

Jess Sowards, A.I.A., LEED AP, Currie Sowards Aguila Architects

D. STATEMENT OF QUALIFICATIONS

We are pleased to submit the following Statement of Qualifications. If you have any questions regarding this information, or require further information, please do not hesitate to contact us.

1. CONTACT INFORMATION

The primary contact person for this proposal is as follows:

Dr. Bill Whiteford, PhD, AICP, LEED ND™
824 US Highway One, Suite 250
North Palm Beach, FL 33408
Office: 561-630-6820
Direct: 561-706-2100
Email: wcw@teamplaninc.com



2. FIRM PROFILES

Team Plan: Team Plan is a nationally recognized multi-talented urban design firm that specializes in town planning, sustainable development, emergent urbanism, revitalization, and place making. We specialize in urban and regional planning and all matters related to land use, zoning, urban design, and land development. Our commitment to exceptional public and private sector service is demonstrated by over 40 years in practice.

The firm has unique qualifications and skills in all areas related to community and land development. Our land planning team is at the forefront of national trends and utilizes cutting-edge technology, including 3D GIS and the principles of GeoDesign, to thoroughly analyze and comprehend the nuances of every project. Our zoning and land development teams actively work with clients to successfully guide projects through local participation processes and garner public input and support. Our landscape designers and LEED certified neighborhood planners emphasize low impact and sustainable development, and our urban design team utilizes their extensive knowledge and experience to bring projects to life.

For more information regarding Team Plan, see the firm profile in [Section J., Attachments¹](#) or visit our website at www.teamplaninc.com.

Kimley-Horn: Kimley-Horn is a full-service firm specializing in all aspects of landscape architecture, land use, urban design, transportation planning, and implementation. The firm's interdisciplinary studio enables them to deliver exceptional results efficiently. With more than

¹ TIP: Use **Alt+left arrow** to return to prior place in document.

6,500 employees in 100 offices across the country, including an office in West Palm Beach, Kimley-Horn has an unmatched depth of resources. The firm's local specialists and national experts provide knowledge and experience gained from projects locally and across the country.

Tricia Richter, PLA, ASLA, is the designated lead Landscape Architect for the project and has more than a dozen years of practical experience in landscape design, construction document preparation, and preparing presentation graphics. She works closely with Nick Kuhn, PLA, CPRP, Park Planning Professional at Kimley-Horn who specializes in the planning and design of livable and sustainable communities through the strategic planning and design of the public realm. Laura Wittenbauer, Grants and Project Funding Specialist at Kimley-Horn has joined the team to provide over two decades of grant writing and grant administration expertise to source public funding and procurement opportunities for the project.

Kimley-Horn's team of urban designers, planners, and engineers excel at facilitating stakeholder engagement and evaluating competing development alternatives. The firm is committed to multidisciplinary efforts that set high expectations that are focused on implementation. In addition, they provide full-service visioning and design through engineering and construction administration for all types of park master planning projects. The team's park planners and landscape architects work with in-house civil engineers to apply creative, realistic approaches to problems and solutions, and they look forward to doing so for the Village on this project.

For more information regarding Kimley-Horn, see the firm profile in [Section J., Attachments²](#) or visit our website at www.kimley-horn.com.

CSA Architects: Established in 1969, Currie Sowards Aguila Architects (CSA) is a visionary firm, having designed and master-planned public and private projects throughout South Florida including the catalyst of the city of Delray Beach's revitalization, the Old School Square Cultural Arts Complex. A drive, walk, or bike through communities around the tri-county region and the Florida Keys offers a snapshot of the firm's architectural portfolio from Old School Square to the Murray Nelson Government and Cultural Center. Civic centers, fire rescue stations, parks and theatres are the cornerstone of this organization, where creating special and sustainable public spaces and venues for the community's enjoyment, coupled with functional and fiscally sound design remains our first priority.

CSA has been recognized for more than fifty years as a reputable team of professionals, whose vision for communities continues to serve as the inspiration of its practice. CSA has found professional success as a highly respected architectural firm in Florida, but what has defined its legacy is the contribution we have made within the local community, "giving back, by design."

² TIP: Use **Alt+left arrow** to return to prior place in document.

Honored with more than 65 building and planning design awards, in 2000, CSA was presented with the *Firm of the Year Award* by the Florida American Institute of Architects. We are proud to be recognized for good design and for creating a design studio that is nurturing and continues to foster the best in our team, as we all strive to make a lasting imprint on the built environment. For more information regarding CSA, see the firm profile in [Section J., Attachments³](#) or visit our website at www.csa-architects.com.

History of Lead Firm: Team Plan Inc. was incorporated in the State of Florida on June 5, 1973 and is currently in good standing (see [Section J., Attachments³](#) - Certificate of Status) with the Florida Division of Corporations and the Department of Business and Professional Regulation. Licensed as a Landscape Architecture Company (LCC #000090), Team Plan currently provides landscape architectural services through a series of independent associates. The firm is wholly owned by Dr. and Mrs. Whiteford, Village residents for over 25 years, and the firm has been in continuous operation providing professional land planning and design services for 50 years.

Disclosure:

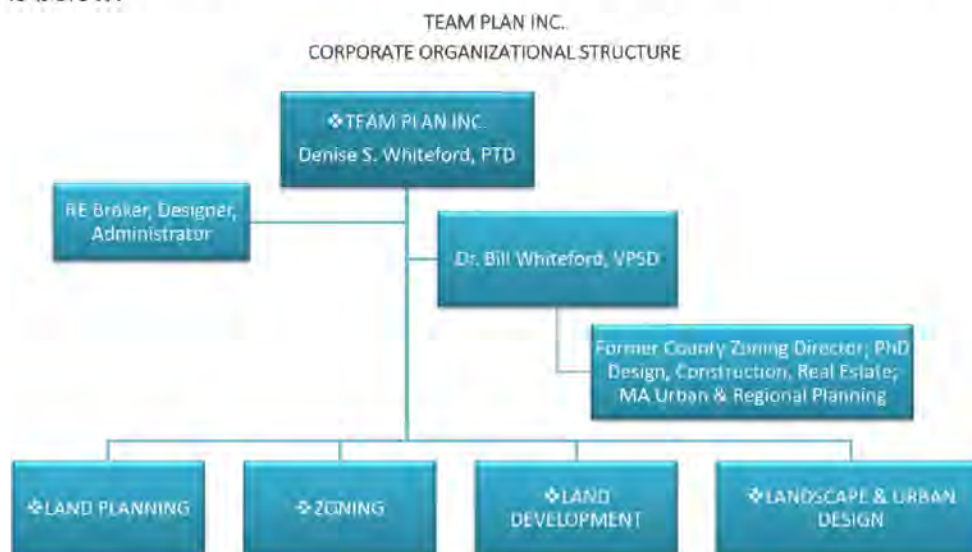
The principals of Team Plan Inc. are affiliated with and have a financial interest in two other companies incorporated in the State of Florida and located in Palm Beach County, FL. Those are:

Angler Realty, LLC - a licensed real estate brokerage and real estate corporation.

Energy2Assets, LLC - a woman owned energy saving and telecommunications company, certified by the WBENC.

Organizational Chart:

An organizational chart of the corporate structure of the lead firm and relationship between the principals is below.



³ TIP: Use **Alt+left arrow** to return to prior place in document.

3. QUALIFICATIONS

The success of Team Plan Inc. is directly attributed to the firms' qualifications in urban and regional planning and relationships with highly qualified experts that provide professional services in related fields. Our relationships have been cultivated over many years and include architectural and engineering services, surveyors, environmental scientists, land use attorneys, and traffic consultants. With Team Plan at the helm, the Village is assured of direct access to the full line of professional planning and design services necessary to complete the scope of work in the RFQ within the time allowed.

Our experience, and the experience of our team, in developing park master plans is exceptional. Team Plan has a wide range of experience, including providing professional park planning services in Pompano Beach, FL, and Lee County, FL. In addition, Team Plan has provided lead planning and design services for numerous private golf, country club, and recreation facilities throughout South Florida. Our clients include Boca West Country Club, Breakers West, and St. Lucie West.

More recently, Team Plan provided similar services for the City of Palm Beach Gardens, FL. Team Plan was the lead planning and design consultant on behalf of the City for the proposed Houston Astro's Spring Training Facility in Gardens North District Park and provided similar planning and design services for the renovation and expansion of the Gardens Tennis and Pickleball Center, a premier community public tennis and pickleball facility, winning the 2019-2020 USTA National Member Organization of the Year, 2018 USTA Florida Member Organization of the Year Award, and United States Tennis Association (USTA) National Outstanding Facility Award.

Additional relevant experience from similar projects of scope and scale completed by Team Plan Inc. can be found as Cut Sheets in Section J., Attachments⁴ and include:

- Boston Red Sox Spring Training Facility, St. Lucie West, FL
- Caloosahatchee Regional Park, Lee County, FL
- Downtown Waterfront and Amphitheater, City of West Palm Beach, FL
- Dreher Park Expansion, City of West Palm Beach, FL
- Golf Digest Sports Training Facility, The Reserve, Wellington, FL
- Municipal Park Redevelopment Plans, City of Pompano Beach, FL
- Northlake Boulevard Overlay Zone Design Guidelines, Palm Beach County, FL
- Palm Beach Pavilion, Okeeheelee Park, Palm Beach County, FL
- Recreation Island, Bridgetown PUD, Ft Myers, FL
- Southeast Regional Sports-Plex, Cape Coral, FL
- Village of North Palm Beach Park Plans, North Palm Beach, FL
- Veterans Park Expansion, Lehigh Acres, FL

⁴ TIP: Use **Alt+left arrow** to return to prior place in document.



Our accomplishments are supplemented by similar achievements by our partners in the RFQ, Kimley-Horn and CSA Architects.

Kimley-Horn: Kimley-Horn is recognized nationwide for the quality of our work environment, for our stature as a business enterprise, and for the outstanding work of our consulting staff. Here are just a few of our Florida success stories since 2015:

- ACEC Award of Excellence - Legacy Trail, Sarasota, FL
- Award of Merit American Planning Association Florida; Outstanding Achievement in Innovation Florida Planning and Zoning (FPZA) - City of Maitland Comprehensive Plan, Maitland, FL
- People's Choice Award for Best Product Safe Streets Summit - Clematis Streetscape Improvements Phase I, West Palm Beach, FL
- Public Engagement and Outreach - Honorable Mention Sun Coast Section - APA Florida - Drew Street Complete Streets, Clearwater, FL
- National Recognition Award, American Council of Engineering Companies (ACEC) of Florida - FITTEAM Ballpark of The Palm Beaches Spring Training Facility for the Houston Astros and Washington Nationals, West Palm Beach, FL
- Grass Roots/Public Involvement award, FPZA - Venice Comprehensive Plan, Venice, FL
- Award of Honor Florida Chapter of American Society of Landscape Architects - Perry Harvey Park, Tampa, FL
- President's Award FL Redevelopment Association - Heritage Square Master Plan, Live Oak, FL
- People's Choice - Great Place in America American Planning Association - The Riverwalk at Kennedy Boulevard Plaza, Tampa, FL
- Engineering Excellence Award, Florida Institute of Consulting Engineers/ACEC Florida - Capital Cascades Pedestrian Bridge, Blueprint 2000, Tallahassee, FL
- Envision Platinum Sustainable Infrastructure, Envision, Institution for Sustainable Infrastructure - I-4 Ultimate Project, FDOT District Five
- Award of Honor, Florida Chapter of American Society of Landscape Architects - Perry Harvey Park Design, Tampa, FL
- Award of Excellence for Open Space Category, Florida American Society of Landscape Architects (FLASLA) - Siesta Key Beach Park, Sarasota County, FL
- Agency Excellence for Economic Impact, Florida Recreation and Park Association - Sims Park, New Port Richey, FL
- Award for Design Excellence, AIA Tampa Bay - The Riverwalk at Kennedy Boulevard Plaza, Tampa, FL
- Project of the Year - Historic Restoration/Preservation, American Public Works Association - Palm Beach Town Hall Square Streetscape and Infrastructure Improvements, Palm Beach, FL
- Outstanding Public Participation Award, Northeast Florida Planning and Zoning Association (FPZA) - St. Johns Village (River Vue), Jacksonville, FL
- Award of Merit, American Society of Landscape Architects - Regatta Park, Miami, FL
- Outstanding Study/Plan, Florida Planning and Zoning Association - Village of Palmetto Bay Franjo Activity Center, Palmetto Bay, FL

- Award of Excellence, Tampa Downtown Partnership and Plan Hillsborough – The Riverwalk at Kennedy Boulevard Plaza. Tampa, FL
- Award of Merit, International Downtown Association - Palmetto Park Road and Boca Promenade, Boca Raton, FL
- Project of the Year, American Public Works Association Florida West Coast Branch - Zephyrhills Skate Park, Zephyrhills, FL

CSA Architects: Established in 1969, Currie Sowards Aguila Architects offers a diverse portfolio of relevant experience including a host of community center project. The firm has been involved in the design of community centers, theatres/amphitheaters, and parks for municipalities since our inception and value the opportunities we have had to participate in the changing recreational landscape of our region. Our intimate knowledge of municipal project delivery will provide a significant advantage in the quality, efficiency, and budget considerations associated with this project. Please consider a selection of our relevant project experience:

- | | |
|--|---|
| ▪ Bluesten Park Community Center, Hallandale Beach, FL | ▪ Morton Downey Family Resource Center |
| ▪ Boca Raton Community Center | ▪ Newport Bay Clubhouse |
| ▪ Crest Theatre at Old School Square | ▪ North Andrews Community Center |
| ▪ Delray Beach Swim and Tennis Club | ▪ Old School Square Master Plan |
| ▪ Frenchman's Creek Grille and Beach Club | ▪ Outdoor Amphitheatre at Old School Square |
| ▪ Hunter's Run Country Club | ▪ Palm Beach State College Campus Green |
| ▪ Key Biscayne Community Center | ▪ South County Civic Center for Palm Beach County |
| ▪ J. Trudel Community Center, Lighthouse Point, FL | ▪ St. Andrews Country Club, Boca Raton, FL |
| ▪ Maltz Jupiter Theater | ▪ Stonebridge Golf and Country Club |

4. INSURANCE REQUIREMENTS - Team Plan Inc. is in compliance with the insurance requirements as described in the RFQ regarding minimum coverage. Proof of compliance will be provided when selected.

5. LITIGATION - None (same for subconsultants in this RFQ).

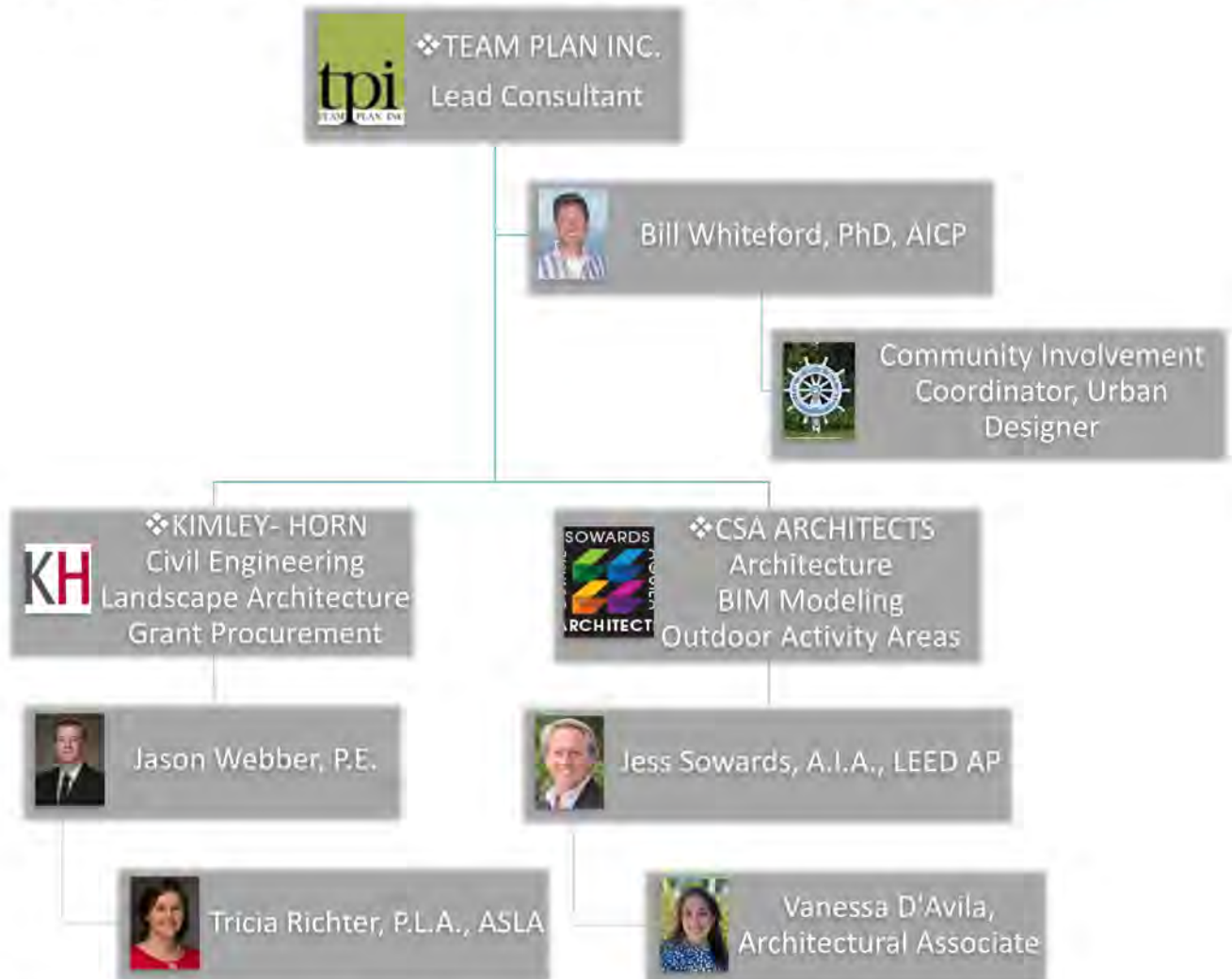
6. CONFLICT - Team Plan Inc., nor any subconsultant in this RFQ, has any conflict of interest with regard to any other work performed by the proposer for the Village of North Palm Beach.

E. PROJECT TEAM

The primary consultant for this proposal is Team Plan Inc. Services provided by Team Plan will be under the direct supervision of Dr. Bill Whiteford. Dr. Whiteford will also serve as the primary contact for the proposal. His resume is included in [Section J., Attachments](#). Other key personnel include Jason Webber, P.E., Tricia Richter, P.L.A., ASLA, Nick Kuhn, P.L.A., CPRP, and Laura Wittenbauer, Grants and Project Funding Specialist, from Kimley-Horn & Associates, and Jess Sowards, A.I.A., LEED AP from CSA Architects. Their resumes are also included in [Section J., Attachments](#).⁵

Organizational Chart:

An organizational chart of the relationship between the partners in this proposal and the lead providers of the primary professional services related to the scope of services in the RFQ to be performed by each firm is below. A full organizational chart of the relationship between the primary personnel on the project team from each firm is included in [Section J., Attachments](#).



⁵ TIP: Use **Alt+left arrow** to return to prior place in document.

F. PROJECT APPROACH

Approach:

The Project Team will take a transparent, inclusive, and methodical approach toward providing the deliverables described in the scope of services to develop a Master Plan for Osborne Park and the Village Community Center, with a heavy emphasis on public participation by Village residents, stakeholders, staff, and elected and appointed officials.

It is our firm belief that the acceptable outcome of the plan will be predicated on public participation; therefore, the team will host and attend a series of public outreach events to solicit public input and direction. In addition, the team will develop and conduct an exhaustive on-line public survey and conduct interviews of key personnel and officials to seek guidance regarding the highest and best uses for each facility. Further, the lead firm will thoroughly analyze the demographic and historic trends of the population in the Village to ascertain the projected short and long-term needs of the community based on regression and statistical analysis.

The team will utilize this information to develop a minimum of two (2) conceptual alternatives for each facility, with call-outs that highlight specific recommendations based on input received from the public participation, survey, and interview processes. The conceptual alternatives will be presented to the Village Council at a public workshop for input and guidance prior to finalization. Upon finalization, the alternatives will be presented to the Recreation Advisory Board for input, advice, and endorsement prior to delivery to the Council.

The Team will consolidate the comments received from the Council and advisory board(s) to develop a final master plan, financial plan, and action plan for Osborne Park the Village Recreation Center consistent with the Scope of Work described in the RFQ. It is anticipated that a second public workshop may be required prior to scheduling the master plan for adoption by the Village Council; therefore, the master plan will be presented to the Village Council for comment and review no less than two times.

Ultimately, the Project Team is committed to providing a comprehensive master plan for planned improvements to Osborne Park and the Village Community Center. Due to our location and proximity to Town Hall, scheduling and attending meetings as often as necessary is not an issue and representatives from the entire Project Team will make themselves available as necessary to address comments or questions from Village staff and officials.



Work Required by Village:

Work required by the Village to complete the project using the approach described above is as follows:

1. An abstracted as-built survey with topo information for each site, electronically signed and sealed, in paper and CAD format, is required to accurately draft plans and improvements. If recent surveys are not available, the team can provide survey work. If surveys are not available, the team will require a title report for each site from the Village to ensure any/all encumbrances are identified. The team can assist the Village with obtaining title reports.
2. Assistance posting an on-line survey on the Village website and collecting responses/data.
3. Assistance scheduling workshops and meetings, as necessary.
4. Assignment of one staff person to attend public participation events, as necessary.
5. Assignment of a point-of-contact for the team to coordinate with on a daily or weekly basis.

Our Services:

What differentiates the services we offer the Village from our competitors is the depth and breadth of knowledge and experience regarding urban and regional planning, public participation, and urban design. Team Plan is a land planning and design firm that specializes in town planning, sustainable development, emergent urbanism, revitalization, and place making. Our commitment to exceptional public service is demonstrated by over 40 years in practice.

In addition, our team includes special knowledge and experience in civil engineering and architecture. These services were deliberately included on the team because we realize it is important to recognize the Village as unique and as a special and desirable place to live, work, and play. For these reasons the team believes it is important for any improvements to existing buildings to be architecturally consistent with other significant municipal buildings and structures in the Village and to accentuate the existing character of the village.

Also, the team believes that all improvements to public grounds in the community should set a standard and high-bar for others to follow by endorsing the principals of low-impact development (LID).⁶ Our focus, in part, on sustainable stormwater management, the creative use of native landscape materials, and low-impact design sets our team apart from other consultants.

⁶ More information about LID can be found here: <https://www.epa.gov/nps/urban-runoff-low-impact-development>. Note to self: envision a LID demonstration area.

G. PAST PROJECT EXPERIENCE AND CLIENT REFERENCES

1. The project team is pleased to submit the following information regarding each firm's experience and performance developing park master plans for local governments of comparable size and complexity.

Team Plan:

- (a) Name of Company: City of Palm Beach Gardens, FL
- (b) Description of Services provided: Master Plan – Houston Astro's Spring Training Facility
- (c) Date Services were provided: Fall, 2017
- (d) Name of Primary Consultant: Team Plan Inc.
- (e) Client Contact Information:

Natalie Crowley, Director of Planning & Zoning

10500 N Military Trail

Palm Beach Gardens, FL 33410

Phone: 561-799-4243

Link: ncrowley@pbgfl.com



Team Plan:

- (a) Name of Company: City of Palm Beach Gardens, FL
- (b) Description of Services provided: Master plan, site plan, landscape plan for City of Palm Beach Gardens Community Tennis and Pickle Ball Center
- (c) Date Services were provided: Spring, 2017
- (d) Name of Primary Consultant: Team Plan Inc.
- (e) Client Contact Information:

Natalie Crowley, Director of Planning & Zoning

10500 N Military Trail

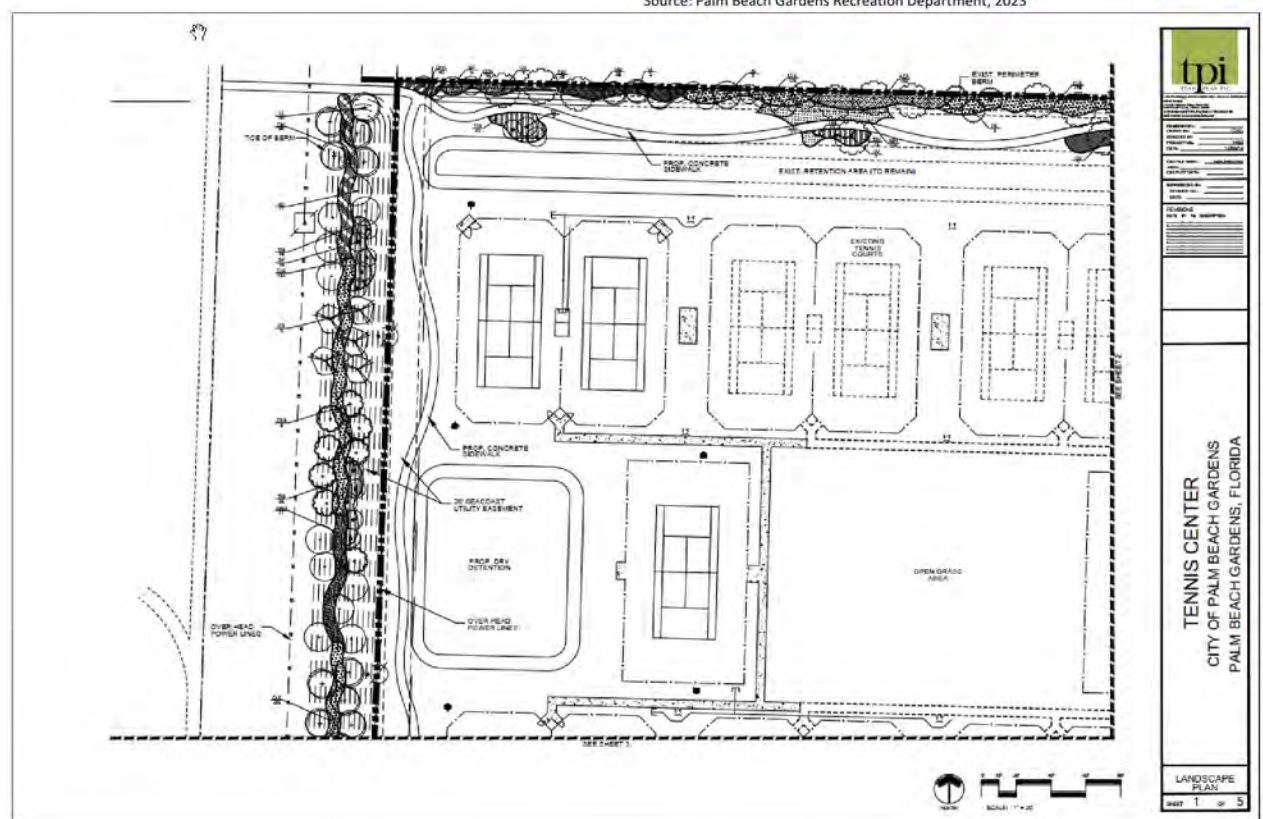
Palm Beach Gardens, FL 33410

Phone: 561-799-4243

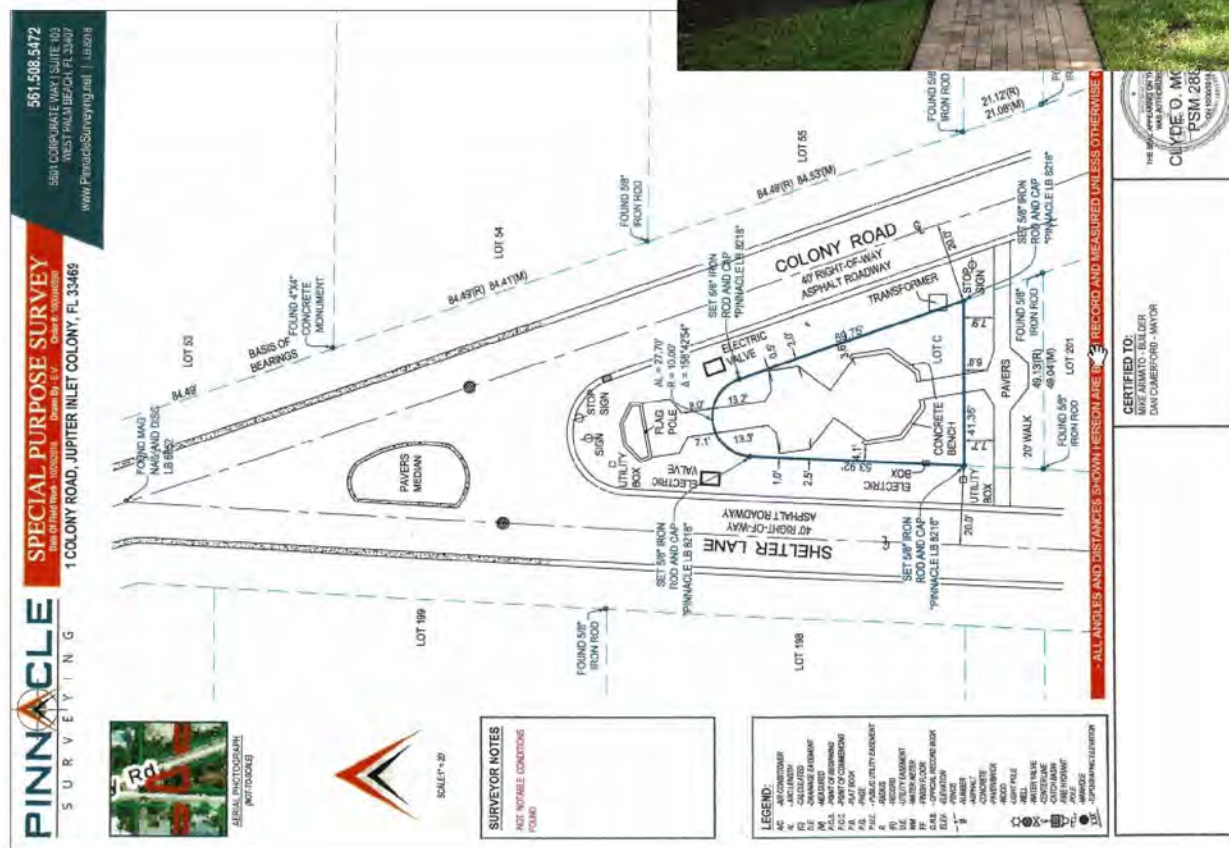
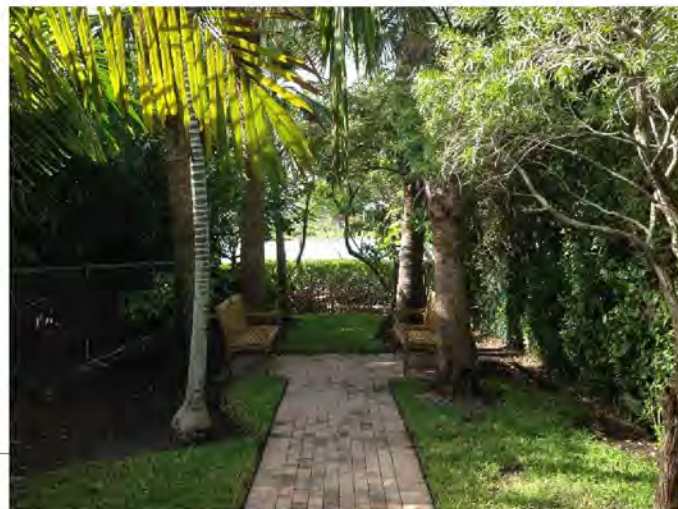
Link: ncrowley@pbgfl.com



Source: Palm Beach Gardens Recreation Department, 2023



Link: dcomerford@jupiterinletcolony.org



Kimley-Horn:

- (a) Name of Company: City of Hallandale Beach, OB Johnson Park
- (b) Description of Services provided: This 6.4-acre park in Hallandale Beach Park was part of the City-wide park master plan that set forth a program to enhance 13 of the City's parks and recreation areas in support of community-wide goals and neighborhood needs. As part of the development, the park included a 42,000-square-foot multigenerational facility that included a teen center, indoor basketball courts, after school and senior programming, exercise room, administrative offices, and other accessory uses for computer and dance classes, food distribution, and other programming for all ages. The exterior park amenities included a walking trail, playground, tennis courts, a field house, and a football/soccer field. Additionally, the park improvements included a centrally located surface parking lot, site infrastructure, and landscaping. This is a LEED Gold certified project. Kimley-Horn provided master planning, landscape architecture, engineering design and permitting services, as well as construction observation and administration.
- (c) Date Services were provided: 3/2015 – 1/2019
- (d) Name of Primary Consultant: Kimley-Horn and Associates, Inc.
- (e) Client Contact Information:
 - Cathie Schanz, CPRE, Director of Parks and Recreation Department
 - 202 SE 5th Street
 - Hallandale Beach, Florida 33309
 - Phone: 954-457-1452
 - Link: cschanz@cohb.org



Kimley-Horn:

- (a) Name of Company: City of Sunrise, Welleby Park Expansion
- (b) Description of Services provided: The City of Sunrise retained Kimley-Horn for improvements to Welleby Park located at NW 44th Street and Hiatus Road within the City of Sunrise. As part of the project, the City incorporated a former FPL-owned property located northwest of the developed park property. The existing building and outdoor storage yard were demolished and the site was improved with park amenities as identified by a park masterplan prepared by another consultant. The City identified a park program comprised of the following: additional parking, grading and drainage improvements, dog park facilities, a stand-alone restroom building, completing an off-street loop for the park trail system, playground area improvements, relocating a sand volleyball court, a new 'safety town' play feature, an 800-square-foot addition to the existing park community building as well as a reconfigured patio space, and a boardwalk at the lake edge to replace portions of existing chain link fence. Attendance at one public information meeting was required of the design team, as well as limited construction phase services. Kimley-Horn provided conceptual design for two options for the park redevelopment to be presented at a public presentation meeting. Our team refined the concept design and prepared design plans, including paving and drainage plans, utility plans, and signing and marking plans. The City had a construction budget of approximately \$2,700,000 for the improvements which was completed in 2022.
- (c) Date Services were provided: 6/2015 – 10/2022
- (d) Name of Primary Consultant: Kimley-Horn and Associates, Inc.
- (e) Client Contact Information:
 - Earl Prizlee, Project Manager
 - 777 Sawgrass Corporate Parkway
 - Sunrise, Florida 33325
 - Phone: 954-888-6002
 - Link: eprizlee@sunrisefl.gov



Kimley-Horn:

- (a) Name of Company: City of Miramar, Vizcaya Park
- (b) Description of Services provided: This 20-acre park in Miramar provides both active and passive recreational opportunities. The first phases of the park included a soccer/multiuse field, two full-size basketball courts, and a 7,600-square-foot community center. The park's passive features include open picnic areas, a playground, and a jogging/fitness trail along the perimeter of the project site. Phase 3 of the project included the additions of a splash pad, pavilions, a second soccer field, park signage, and overflow parking; Phase 3 was completed in 2016. The community center was the first LEED® (Leadership in Energy and Environmental Design) Certified building in the City, achieving Gold Certification. Kimley-Horn provided master planning, landscape architecture, engineering design, permitting, and construction observation/administration services.
- (c) Date Services were provided: 11/2007 – 1/2016
- (d) Name of Primary Consultant: Kimley-Horn and Associates, Inc.
- (e) Client Contact Information:
Salvador Zuniga, City Engineer
2300 Civic Center Place
Miramar, Florida 33025
Phone: 954-602-3323
Link: sezuniga@miramarfl.gov



CSA Architects:

- (a) Name of Company: City of Hallandale Beach, Bluesten Park
- (b) Description of Services: Provided master planning for 17 acres, and design of 45,000 sf multi-purpose community center, pool, and sports park.
- (c) Date Services were provided: 2017-2020
- (d) Name of Primary Consultant: CSA Architects served as the Design Architect with ACAI as AOR
- (e) Client Contact Information:

Greg Harris, Former CIP Project Manager

Phone: 954-328-1926

Link: eagles25@bellsouth.net



CSA Architects:

- (a) Name of Company: City of Delray Beach, Old School Square
- (b) Description of Services provided: The firm played an integral role, providing on-going services since 1990 in the programming, master planning, architecture, and historic preservation of this cultural jewel.
- (c) Date Services were provided: On-going from 1990 to 2019
- (d) Name of Primary Consultant: CSA Architects
- (e) Client Contact Information:

William Branning, Past President

Phone: 561-272-6350

Link: bbranning@bsacontractors.com



CSA Architects:

- (a) Name of Company: City of Lighthouse Point, John Trudel Community Center
- (b) Description of Services provided: Master planning and architectural services for a single-story community center. Recently completed, the John Trudel Community Center is an 8,000 sf multipurpose facility including meeting spaces, a teen center concession area, administrative offices, restrooms, and pickle ball courts. Kimley-Horn & Associates provided civil engineering and landscape architectural services.
- (c) Date Services were provided: 2019-2022
- (d) Name of Primary Consultant: CSA Architects
- (e) Client Contact Information:
John Lavisky, City Manager
Phone: 954-943-6500
Link: jlavisky@lighthousepoint.com

John Trudel Community Center:



- 2. Proposer shall provide a list of any Florida government clients from which the firm has been terminated or has withdrawn or resigned within the past five (5) years and the reason(s) therefore. If none, please state none. - NONE

H. PROJECT SCHEDULE

The team has laid out a methodical approach to the project that can concisely described in three phases as follows:

- Phase 1 – data collection and analysis: public participation, survey, interviews; demographic analysis of Village and historic trends; inventory and analysis of current park infrastructure
- Phase 2 – scenario planning: development and presentation of preliminary plans (minimum of two alternatives for each location) to Village Council and advisory board(s) at workshops; draft financial & action plans, including identification of deficiencies and how to address them
- Phase 3 – master plans: development of final master plans, financial plans, and action plans for Osborne Park and the Village Recreation Center and presentation to the Recreation Advisory Board for endorsement and Village Council for adoption in an easy to read format

The team anticipates the timeframe to collect the data necessary to ascertain the best approach to develop the alternatives described above is 120 days. The data and analysis time period will be followed by an intensive design session during which the team will development and present two conceptual alternatives for each facility to the Village Council and advisory board(s) for further input and direction at workshops. The team anticipates this phase of the project to be concluded within ninety days.

The third and final phase of the project entails taking the information garnered from Phase 1 and Phase 2 to develop master plans for Osborne Park and the Village Recreation Center and to present the final plans to the Recreation Advisory Board for endorsement at a regularly scheduled meeting and to the Village Council for adoption at a public hearing. The team anticipates this phase of the project to be concluded within sixty days and the total timeframe for the project not to exceed nine months.



I. RFQ EXHIBITS

- (1) Exhibit B - Proposer's Certification
- (2) Exhibit C - Public Entity Crimes Statement
- (3) Exhibit D - Scrutinized Vendor Certification
- (4) Exhibit E - Confirmation of Drug Free Workplace
- (5) Exhibit F - Conflict of Interest Disclosure

RFQ EXHIBIT "B"
PROPOSER'S CERTIFICATION

SUBMIT ONE (1) ORIGINAL, FIVE (5) COPIES AND ONE (1) ELECTRONIC COPY OF YOUR QUALIFICATION PROPOSAL TO:

Village of North Palm Beach
Village Clerk's Office
501 U.S. Highway One,
North Palm Beach, FL 33408

RFQ TITLE: Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach's Osborne Park and Community Center

Proposal must be received **PRIOR TO 2:00 P.M. on June 15, 2023**, at which time proposals will be opened.

Proposer's Name: Team Plan Inc.
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: 59-1482-460

Address: 824 US Highway One, Suite 250, North Palm Beach, FL 33408

Fax Number: na

Telephone No.: 561-630-6820

E-mail Address: wcw@teamplaninc.com

Contact representative: Bill Whiteford, PhD, AICP

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFQ, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will in good faith enter into contract negotiations with the Village utilizing the standard Village in accordance with the terms and conditions of this RFQ. No proposal may be withdrawn for a period of ninety (90) days following the opening of the proposals. The Proposer further acknowledges and affirms the certifications set forth in Section 7 of the RFQ.

PROPOSER REPRESENTATIVE WITH AUTHORITY TO BIND CONTRACT

Denise S. Whiteford
Authorized Representative's Signature

06-14-2023

Date

Denise S. Whiteford

Name

President

Position

CORPORATE SEAL

Attest By: William C. Whiteford

Secretary

Signature: William C. Whiteford

Date: 06-14-2023

RFQ EXHIBIT "C"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

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

by William C. Whiteford, VP

(print individual's name and title)

for Team Plan Inc.

(print name of entity submitting sworn statement)

whose business address is 824 US Highway One, Ste 250

North Palm Beach, FL 33408

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1482-460

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

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.

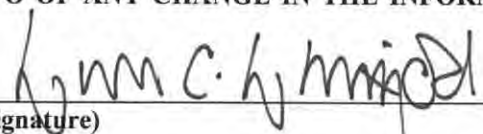
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

☒ 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.

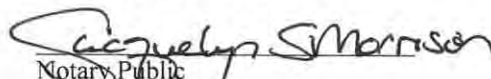
☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

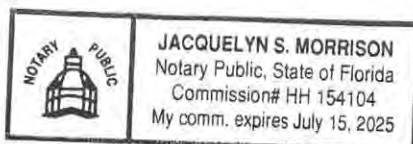
☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent 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 14th day of June, 2023 by William C. Whiteford who is personally known to me or produced FLDL as identification. By Physical Presence


Notary Public
My Commission Expires:



RFQ EXHIBIT "D"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by William C. Whiteford, VP

(print individual's name and title)

for Team Plan Inc.

(print name of entity submitting sworn statement)

whose business address is 824 US Highway One, Ste 250

North Palm Beach, FL 33408

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1482-460

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

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

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

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

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

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

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

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

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

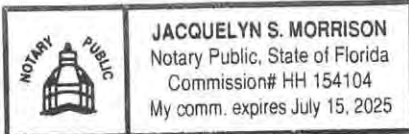
As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

William C. Whiteford
(Signature)

The foregoing document was sworn and subscribed before me this 14th day of June, 2023 by William C Whiteford who is personally known to me or produced FLDL as identification. By Physical Presence

Jacquelyn S Morrison
Notary Public

My Commission Expires:



RFQ EXHIBIT "E"
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a 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 violation 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.

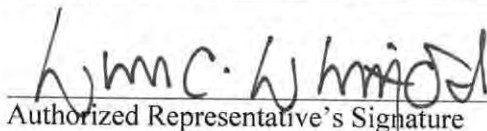
(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(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 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 this statement on behalf of Team Plan Inc.,
I certify that Team Plan Inc. complies fully with the above requirements.


Authorized Representative's Signature

06-14-2023
Date

William C. Whiteford
Name:

VP
Position:

RFQ EXHIBIT "F"
CONFLICT OF INTEREST DISCLOSURE

Statement required by Sec. 8.M. of RFQ – "No officer, director, agent, employee, or immediate family member who is also an employee or officer of the Village is involved, participating, or has an interest in this proposal in response to the advertised RFQ. Additionally, no Village employee or officer is, either directly or indirectly, owns a material interest in the proposer's company, firm or group, or in that of any of its affiliates. No such conflicts of interests exist."

J. ATTACHMENTS

- (1) Attachment 1 - Firm Profile: Team Plan Inc.
- (2) Attachment 2 - Firm Profile: Kimley-Horn & Associates
- (3) Attachment 3 - Firm Profile: CSA Architects
- (4) Attachment 4 - Certificate of Status
- (5) Attachment 5 - Cut Sheets
- (6) Attachment 6 - Resumes
- (7) Attachment 7 - Organizational Chart



TEAM PLAN INC. FIRM PROFILE

*Land Planning • Zoning • Land Development
Landscape and Urban Design*

Team Plan Inc. is a nationally recognized multi-talented urban design firm that specializes in town planning, sustainable development, emergent urbanism, revitalization, and place making. Our commitment to exceptional public and private sector service is demonstrated by over 40 years in practice. Please take note as our services have expanded:

- Land Planning
- Land Development
- Urban Design
- Master Planning
- Town Planning
- Project Management
- Pro Forma
- Due Diligence
- Pattern Books
- Code and Text Amendments
- LEED® for Cities Certification
- Zoning
- Landscape Design
- Graphic Design
- Site Planning
- 3D Modeling and Animation
- Public Hearing Approvals
- Eminent Domain
- Time Extensions
- Low Impact Development
- Variances and Special Permits
- LEED® Neighborhood Development



We are a full service consulting firm that specializes in urban and regional planning, progressive zoning, and all matters related to land development and urban design. Our Land Planning Division is at the forefront of national trends and utilizes cutting-edge technology, including 3D GIS and the principles of GeoDesign. Our Zoning and Land Development Teams work with clients to guide projects through local and state review processes to achieve their goals. Our Landscape Designers and LEED Certified Neighborhood Planners emphasize low impact and sustainable development and our Urban Design Team utilizes their extensive experience to bring your project to life.

For a complete list of services, visit our website at www.teamplaninc.com.



a proud member
of the USGBC



Team Plan Inc.

824 US Highway One, Suite 250
North Palm Beach, Florida 33408

Office: 561.630.6820

Direct: 561.706.2100

LCC #000090

www.teamplaninc.com

wcw@teamplaninc.com

FIRM PROFILE
KIMLEY-HORN AND ASSOCIATES, INC.



Kimley-Horn and Associates, Inc. was founded in 1967 by transportation planners and traffic engineers in Raleigh, North Carolina. Today, Kimley-Horn is a full-service engineering, planning, and environmental consulting firm with 1,200 employees in Florida, including 192 in the Palm Beach County and nearly 7,000 nationwide. The firm offers comprehensive services in the following practice areas:

- Landscape Architecture
- Urban Planning
- Land Development
- Transportation/Roadway
- Environmental Sciences
- Water Resources
- Civil Engineering

Kimley-Horn's clients have access to a versatile staff of professional landscape architects; civil, transportation, and structural engineers; planners; and environmental scientists. Kimley-Horn has partnered with municipalities across Palm Beach County and nationwide to craft growth and development plans that balance economic, environmental, and social values. Our team of planners, urban designers, and engineers excel in facilitating stakeholder engagement and evaluating competing development alternatives. We are committed to multidisciplinary efforts that set high expectations and are focused on implementation.

Our in-house urban designers, landscape architects, engineers, and planners have varied public- and private-sector experience ranging from parks master plans, corridor plans, and downtown development programs to transportation planning initiatives and streetscape design. Local projects we have delivered our services on include:

- Welleby Park Expansion, Sunrise
- OB Johnson Park, Hallandale Beach
- Vizcaya Park, Miramar
- Ballpark of The Palm Beaches Spring Training Facility for the Houston Astros and Washington Nationals, West Palm Beach
- Civic Center Park Expansion, Miramar
- Monarch Lake Park, Miramar
- Jupiter Community Park Master Plan, Jupiter

- Parks Master Plan, Tequesta
- Parks and Recreation Master Plan, Parkland
- Parks Master Plan, Cutler Bay
- Miller Park Planning, Design, and Construction Phase Services, Delray Beach
- Wilson Community Center, Pool, and Park Complex, Boynton Beach



Currie Sowards Aguila Architects offers a diverse portfolio of relevant experience including a host of community center project.

We have been involved in the design of community centers, theatres/amphitheatres and parks for municipalities since our inception and value the opportunities we have had to participate in the changing recreational landscape of our region. Our intimate knowledge of municipal project delivery will provide a significant advantage in the quality, efficiency and budget considerations. Please consider a selection of our relevant project experience.

Boca Raton Community Center

Village of Key Biscayne Community Center

Bluesten Park Community Center

Crest Theatre at Old School Square

Dan Witt Park Community Center

Palm Beach State College Campus Green

St. Andrews Country Club

Stonebridge Golf and Country Club

Delray Beach Swim and Tennis Club

South County Civic Center for Palm Beach County

Lakeview Golf Course Clubhouse for the City of Delray

Maltz Jupiter Theater

Outdoor Amphitheatre at Old School Square

Hunter's Run Country Club

Delaire Country Club

Frenchman's Creek Grille and Beach Club

Newport Bay Clubhouse

Morton Downey Family Resource Center

State of Florida

Department of State

I certify from the records of this office that TEAM PLAN, INC. is a corporation organized under the laws of the State of Florida, filed on June 5, 1973.

The document number of this corporation is 427458.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 29, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of February, 2023*




Secretary of State

Tracking Number: 4005224170CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



TEAM PLAN INC.

Land Planning ❖ Zoning ❖ Landscape Development ❖ Landscape and Urban Design

VETERANS PARK EXPANSION

PARK CONCEPT PLAN

Lehigh Acres, FL



Team Plan Inc., in conjunction with Spikowski Planning Associates, was responsible for developing a long-term master plan for recreational needs in Lehigh Acres, FL. The plan included a demographic analysis that identified changes in the composition of area

residents and forecasted future population levels of service in different age categories.

Team Plan was responsible for developing the master plan for a 51-acre expansion to Veterans Park, which included ballfields, multi-purpose fields, recreation,

center, amphitheater, new library, and a sheriff's substation.



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North Palm Beach, Florida • 33408 • 561.630.6820

Innovation Since 1973

POMPANO BEACH MUNICIPAL PARKS

Pompano Beach, FL



Team Plan Inc. was responsible for developing plans to redesign and improve four (4) public parks in the City of Pompano Beach, FL. Public surveys and in-depth analysis were used to expand existing parking areas, recirculate traffic, improve visibility and

signage, and improve general accessibility by the public.

Team Plan used the information gathered during its analysis of the municipal parks to redesign ballfields, playgrounds, picnic areas, and a multi-purpose trail system to better suit the community's needs.



TEAM PLAN INC.

Land Planning ❖ Zoning ❖ Landscape Development ❖ Landscape and Urban Design

DREHER PARK CIVIC AND COMMUNITY PARK PLAN West Palm Beach, FL



Team Plan Inc. was responsible for the master planning, site planning, and landscape architecture, for a 29 acre addition to the Dreher Park and Zoo. The new area included a large variety of outdoor active and passive activities including jogging trails, walking paths,

exercise stations, multi-use fields, BBQ areas, and playgrounds.

Passive uses designed by Team Plan included an arboretum, nature trails, docks, viewing areas, bird watching areas, and 10 outdoor pavilions. Parking and vehicular use areas were

designed around all facilities and natural areas in ways that least disrupted the site.





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DOWNTOWN WEST PALM BEACH IMPROVEMENTS COMMUNITY REDEVELOPMENT AGENCY West Palm Beach, FL



Team Plan Inc. and other local design professionals were faced with the challenge of creating a “gateway” for the downtown entertainment district as part of a larger revitalization project for the City of West Palm Beach, FL. The project involved the design of streetscape elements, an interactive outdoor fountain and plaza, and an outdoor amphitheater.

Public civic engagement areas designed by Team Plan

were a unifying element in the project by creating terminal plazas with focal points, public art, pathways, decorative lighting, outdoor seating, special paving, special event banners, architectural improvements to existing buildings, alley improvements, wayfinding, and landscaping.

The creation of Centennial Plaza introduced a dynamic water feature at the intersection of Narcissus Avenue and Clematis Street. The Meyer Amphitheater

added sculptured green space and serves host to numerous annual concerts, shows, and cultural events. Together, these projects created unique and distinctive entertainment and civic activity areas for the City.





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**PALM BEACH PAVILLION
OKEEHEELEE PARK
Palm Beach County, FL**

**OKEEHEELEE PARK
PALM BEACH COUNTY, FLORIDA
PRELIMINARY MASTER PLAN**



Team Plan Inc. was the primary land planning and design consultant involved in the site analysis, conceptualization, master planning, and site planning of a proposed amphitheater located in OkeehIEEE Park in Palm Beach County, FL.

The facility was designed to accommodate up to 15,000 spectators, 7,500 of which were under cover in fixed seating. The remaining 7,500 spectators were accommodated on a grassed embankment located directly behind the permanent seating facing the open entertainment stage area.

Pedestrian circulation, accessibility to concession services and restrooms, parking, acoustics, visibility, and security played major roles in the design of the facility.





TEAM PLAN INC.

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NORTH PALM BEACH COMMUNITY PARKS RECREATION MASTER PLAN Village of North Palm Beach, FL



Team Plan Inc. developed a recreation master plan for two parks within the Village of North Palm Beach, FL, that included a variety of ballfields, multi-purpose fields, playgrounds, tot lots, and a community marina.

The master plan addressed recreation needs, play fields, parking and restroom requirements, pedestrian access, and bikeways to each park. Special attention was paid to the recreation requirements for each age group in the community using the facilities.

Professional services provided by Team Plan included master planning, site planning, and landscape design.





TEAM PLAN INC.

Land Planning ♦ Landscape Architecture ♦ Urban Design ♦ Innovation Since 1973

NORTHLAKE BOULEVARD OVERLAY ZONE DESIGN GUIDELINES AND LANDSCAPE MASTER PLAN

Village of North Palm Beach, FL

Town of Lake Park, FL

City of Palm Beach Gardens, FL

Palm Beach County, FL



Team Plan Inc. was awarded a multi-jurisdictional contract to prepare design guidelines and a Master Plan for a four-mile section of Northlake Boulevard, an urban corridor located in northern Palm Beach County. The study area was located between US Highway One and Military Trail and included portions in the Village of North Palm Beach, Town of Lake Park, City of Palm Beach

Gardens, and Palm Beach County.

Team Plan facilitated a multi-jurisdictional Task Force and conducted numerous charrettes with affected parties and elected officials. The Task Force created new development scenarios and redevelopment standards that culminated in recommendations by Team Plan in the form of written regulations and graphic design guidelines.

The design guidelines addressed requirements for building orientation, façade treatment, signage, and landscaping. In addition, each jurisdiction agreed to a streetscape and median landscape program designed by Team Plan to stimulate redevelopment and economic growth in the area.



WILLIAM C. WHITEFORD, PhD, AICP, LEED® BD+C and ND™
824 US HIGHWAY ONE, SUITE 250
NORTH PALM BEACH, FLORIDA 33408
561.706.2100

CAREER HIGHLIGHTS

Advanced management positions within highly motivated public and private institutions have allowed me to utilize my training, experience, and leadership abilities as well as organizational, writing, research, interpersonal, problem solving, and public speaking skills. Have special knowledge and abilities in the areas of growth management, government regulation, public policy, and the technical requirements related to obtaining entitlements and permits for the development of land. Interests include land use, zoning, urban design, environmental planning, regional planning, urban economics, energy and resource efficiency, 3-dimensional modeling, biometrics, and sustainable development.

ACADEMIC EDUCATION



B.A.
Major: Environmental Studies
Minor: Biology
Rollins College, Winter Park, Florida



M.A.
Major: Urban and Regional Planning
University of Florida, College of Architecture, Gainesville, Florida



E.C.
Executive Certificate in Public Management
Florida Atlantic University, School of Public Administration, Boca Raton, Florida



Ph.D.
Major: Design and Construction with Emphasis in Urban and Regional Planning
Minor: Real Estate and Finance
University of Florida, College of Design, Construction, and Planning Gainesville, Florida

WORK EXPERIENCE



TEAM PLAN INC., North Palm Beach, Florida. Principal.

Multidisciplinary land planning, landscape architecture, and urban design consulting firm started in 1973. Firm provides professional land planning, zoning, site planning, master

planning, design, and sustainable services to local governments and land development industries. Areas of expertise include land use, zoning, land entitlement, project management, project design, expert witness testimony, LEED consultation, and Developments of Regional Impact (DRI). Responsible for regulatory oversight and management of all significant projects undertaken by firm.

Primary interface and coordinator with local governments, elected officials, and the public. Responsible for coordination of land development teams consisting of multiple disciplines and areas of expertise (e.g. legal, engineering, traffic, environmental). Obtain permits and approvals from regulatory agencies such as the South Florida Water Managements District, Lake Worth Drainage District, Northern PBC Water Control District, Army Corp of Engineering, Regional Planning Councils, FDOT, FL Department of Economic Opportunity (formerly DCA), and FL Department of Environmental Protection (DEP). March 2008 to present.



FLORIDA RESILIENT COMMUNITIES INITIATIVE (FRCI), College of Design, Construction and Planning, University of Florida, Gainesville, Florida. Research Associate.

The FRCI brought best practices for anticipating and responding to natural and market establishment of community resiliency that reflect the service mission of the University of Florida. These goals were accomplished through a multi-disciplinary approach toward basic and applied research regarding community resilience, utilization of the professional and academic resources available to the College of Design, Construction and Planning and the Institute of Food and Agricultural Sciences (IFAS) Program for Resource Efficient Communities (PREC), and a network of public/private partnerships.

The FRCI assisted regional areas localities with best practices for anticipating and responding to the challenges posed by the natural and built environments, employed direct consultation with local agencies and communities for planning purposes, actively engaged local stakeholders and decision/policymakers, and disseminated results through publications of findings, public participation, and outreach. FRCI was the precursor to other similar centers and institutes currently active at the University of Florida.



ASCOT DEVELOPMENT AND REAL ESTATE, Delray Beach, Florida. Director, Land Planning and Development.

Performed professional land use, zoning, and management functions necessary to obtain land entitlements for residential, commercial, industrial, and mixed-use developments in the form of land use, zoning, site plan, subdivision, and platting approvals from local, regional, state, and federal review agencies. Projects included a 2400-unit residential DRI, 420,000 square foot shopping center, and an inland port proposal. Responsibilities included performing due diligence, obtaining proposals, entering into contracts,

assembling and coordinating development teams, scheduling and timelines, payment of invoices, submitting applications to local government, and primary interface with local officials and government agencies.

Obtained Water Management District, Drainage District, Army Corp, Regional Planning Council, and environmental permits. Experience included drafting, submitting, and obtaining text amendments to local Comprehensive Plans and Unified Land Development Codes necessary for project approval, land use changes, rezoning, and site plan approval. Successfully negotiated conditions of approval with public officials, neighboring residents, interested parties, and elected officials. Utilized extensive public and political contacts in the form of public presentations and lobbying.



PLANNING, ZONING AND BUILDING DEPARTMENT, Palm Beach County, Florida. Zoning Director.

Performed professional administrative, management, and supervisory functions required to implement, enforce, and update the Palm Beach County Unified Land Development Code (ULDC). Provided technical expertise regarding applications for land development approval to the Board of County Commissioners (BCC), Zoning Commission, Board of Adjustment, Development Review Committee, Development Review Appeals Board, advisory boards/committees, development industry, trade associations, and the public.

Responsibilities included implementation of land development, subdivision, and adequate public facility (concurrency) regulations in accordance with local ordinances, Florida Building Code, and Florida Statutes; presentation of findings and recommendations to the BCC and Zoning Commission; negotiation of developer agreements, development permits, and development orders; preparation of analyses, reports, tables, graphs, agendas, and public notices; annual budget preparation and monitoring (4.52 million FY04); implementation and maintenance of fee schedules; purchasing decisions; oversight of technical and software requirements; customer service (60K phone calls and 10K walk-ins/yr); expert witness testimony; and other professional work involving the daily interpretation and implementation of the Palm Beach County Unified Land Development Code and supervision of 55 employees.

Major accomplishments included the rewrite of the Palm Beach County Unified Land Development Code; creation of an interactive code for publication on the Internet; adoption of County architectural standards; implementation of procedures to submit development order applications on-line; update of Division website; reorganization of Division; and creation of advancement opportunities for staff. Duties included supervising, training, hiring, managing, and evaluating professional, technical, and clerical staff; creation, adoption and publication of policy and procedure memorandums; disciplinary actions and employee grievances.

COMMITTEES AND ACTIVITIES



American Planning Association

American Institute of Certified Planners (AICP), member since 1989

LEED Accredited Professional

- Building Design and Construction (BD+C)
- Neighborhood Development (ND)

North Palm Beach Planning Commission, Member and Chairman (1999-2011)

North Palm Beach Residential Ad-Hoc Committee, Chairman (current)

Palm Beach State College, Green Institute Business Advisory Board, member

US Green Building Council (USGBC), member

USGBC, Palm Beach Branch, Elected Secretary and Treasurer (2008-2011)

International Green Construction Code (IGCC) General Provisions Advisory Board, appointed by International Code Council (ICC) (2010 – present)

Palm Beach County Development Review Oversight Committee (DRAC), member

American Planning Association (APA), member

Palm Beach County Planning Congress, member



PERSONAL

Extensive professional land planning, zoning, growth management, and development regulatory oversight experience. Strong writing, research, organizational, management, and speaking skills. Ability to supervise and manage complex tasks and delegate work assignments. Ability to collect, evaluate and clearly present information related to the assessment of land use, zoning, and development. Ability to manage and coordinate the review of large-scale land development projects, including Developments of Regional Impact (DRI), and regional analyses. Ability to consensus build and resolve conflicts. Experience developing, implementing, enforcing, and updating land development regulations, policies, and code/statute requirements. Training and education in planning theory, methods, and principles; planning law; environmental law; environmental planning; environmental science; site planning; urban design; environmental design; biology; building construction; construction estimating; geographic information systems (ESRI ArcGIS and CityEngine, Placeways CommunityViz); advanced statistics; energy and resource efficiency metrics; 3D modeling; and GeoDesign.

REFERENCES AVAILABLE UPON REQUEST



Jason A. Webber, P.E.

Jason has more than 15 years of experience in civil engineering, plus six years of part-time experience in land surveying. His knowledge of civil design and engineering makes all the difference in a project's success when facing tight budgets and project deadlines. Specifically, Jason is experienced with site civil design services, including master planning, site design, stormwater management, ADA accessibility, utility systems, and agency permitting throughout the State of Florida. Jason's specific project experience includes several continuing services contracts, parks, sports facilities, municipal land development, higher education institutions, commercial retail, and mixed-use developments.

Professional Credentials

- Bachelor of Science, Civil Engineering, Pennsylvania State University, 2007
- Professional Engineer, 73962, FL, 2012
- Florida Engineering Society, Member
- American Council of Engineering Companies (ACEC), Member

Special Qualifications

- More than 15 years of experience in civil engineering and six years of experience in land surveying
- Experienced with many aspects of site civil design services, including site design, stormwater management, erosion and sedimentation control design and inspection, Americans with Disabilities Act (ADA) accessibility, utility systems, agency permitting throughout the State of Florida, and construction phase services
- Experience engineering and designing higher education student housing development, single-family residential projects, and commercial projects
- More than a decade of experience working in Palm Beach County and permitting through the South Florida Water Management District (SFWMD), Palm Beach County, the City of Boca Raton, the Lake Worth Drainage District (LWDD), the Palm Beach County Health Department (PBCHD), and other agencies and municipalities

Relevant Experience

Ballpark of The Palm Beaches Spring Training Facility for the Houston Astros and Washington Nationals, West Palm Beach, FL – Project manager. Kimley-Horn provided civil engineering services for the development of Ballpark of The Palm Beaches, a state-of-the-art two-team spring training facility in West Palm Beach, Florida. The 7,600-seat stadium will annually host the Houston Astros and the Washington Nationals during the Spring Training season. In addition to the new stadium, the 154-acre property will also accommodate 12 auxiliary major/minor league fields, five Palm Beach County multipurpose fields, and a 12.2-acre City of West Palm Beach park. The facility will be used year-round by Palm Beach County for sports tournaments and other events. Kimley-Horn's scope of work included on-site civil engineering, off-site reclaimed water main, environmental resource work, event traffic management planning, permitting, franchise utility coordination, and construction phase services. Kimley-Horn also directed subconsultants performing the off-site turn lane design, signal modifications, survey, and utility locations.



Jason A. Webber, PE

Relevant Experience, cont.

The Ballpark of The Palm Beaches opened for Spring Training 2017 and won a 2018 ACEC-Florida Grand Award.

Wellington Community High School Sports Complex, Wellington, FL – Project engineer. Kimley-Horn provided design, permitting and bid phase services to expand the Wellington High School sports fields into an integrated community park. The project included the design of four lighted multiuse synthetic sport turf fields, resurfacing the existing football stadium field with synthetic sports turf, 5,000-square-foot concession building with shaded roof extension areas for patrons, concessions, restrooms, meeting areas, storage space, electrical room and janitorial closet, and a 1,400-square-foot maintenance building with office space, break area, equipment storage, and restrooms. In addition, the project also consisted of modifications of the entrance drive to separate parent drop-off from the bus loop, landscape improvements, milling and resurfacing access road, and parent drop-off loop around new basketball courts and concession building. The new sports complex also features a shade canopy along the parent drop-off loop, sidewalks from parking area to sports complex and from tennis courts to baseball fields, site lighting for night games, relocation of existing tennis courts, basketball courts, track areas, and baseball cages, new batting cages and pitching areas, water and sanitary sewer facilities to serve concession building, maintenance building and sports fields, stormwater retention ponds, and site power distribution.

Palm Beach County, Canyon District Park, Boynton Beach, FL – Project manager. Kimley-Horn is providing civil engineering, traffic engineering, and environmental services for this new county park development for Palm Beach County. This development of this park will generally consist of the addition of new baseball and softball fields, flex-play multi-purpose fields, basketball courts, volleyball courts, picnic areas, and a playground. The loop road and stormwater design of the project will be critical to the development of this two-phase project to allow for immediate use of some of the amenities and the subsequent development of the second phase.

Lake Worth Beach Redevelopment, Lake Worth Beach, FL – Project engineer on the Kimley-Horn team that developed design criteria and site plan alternatives for a proposed redevelopment of its public beach. Proposed improvements included boardwalks, parking lots, roads, utility and drainage infrastructure, walkways, landscaping, street furnishings, pavilions, beach lockers, playground equipment, lighting, restrooms, and other site amenities. Our team also assisted the City in negotiating a new interlocal agreement with Palm Beach County to secure up to \$5 million in funding for the public improvements.

Lighthouse Point Community Center and Public Works Administration Building at Dan Witt Park, Lighthouse Point, FL – Senior quality control reviewer. Kimley-Horn is providing civil engineering and landscape architecture services for the new approximately 8,000 SF community center and approximately 5,300 SF public works admin and fleet maintenance building at Dan Witt Park for the City of Lighthouse Point. The scope consists of full design, permitting, and construction phase services for the new project.



Jason A. Webber, PE

Relevant Experience, cont.

Jupiter Town Hall, Jupiter, FL – Project manager. Kimley-Horn is providing civil engineering, landscape architecture, irrigation, traffic engineering, and limited construction phase services for the design, permitting, and construction of a new Town Hall within the existing Town of Jupiter Municipal Complex. The new approximately 42,000 SF, two-story, Town Hall building will be replacing the existing outdated facility. The project also has a new Town Green area for active park and gathering use where the existing facility is located. The project has been phased to keep the existing town hall facility in operation as the new building and site work are being completed.

Florida Atlantic University (FAU) Master Planning, Multiple Campus Locations, FL – Project manager. Kimley-Horn is providing professional master planning services for Florida Atlantic University at both the Boca Raton and Jupiter campuses. Our specific services include general infrastructure and utilities elements, stormwater management elements, transportation elements, and conservation elements. We provided transportation, traffic, and parking analysis and master plan level review and recommendations for the University. Kimley-Horn recommended implementation of new policies to reduce on-campus traffic and parking demand.



Tricia Richter, PLA, ASLA

Tricia is a landscape architect with more than eleven years of experience in landscape design, construction document preparation, and preparing presentation graphics. Her project experience includes landscape design; hardscape and amenity design; irrigation design; streetscape design improvements and project management. She has provided professional landscape architectural services for hospitals, municipalities including parks, plazas and streetscapes, private and public institutions, commercial retail, office, and residential projects.

Professional Credentials

- Bachelor of Landscape Architecture, University of Florida, 2011
- Prof Landscape Architect, LA6667244, FL, Earned 11/16/2015
- American Society of Landscape Architects (ASLA), Full Member

Special Qualifications

- More than eleven years of experience in landscape and hardscape design, construction document preparation, and in preparing presentation graphics
- Project experience includes landscape design, hardscape and amenity design, streetscape design improvements including Complete Street elements, such as dedicated bike lanes, on-street parking, improved accessibility, street furnishings, new street trees and plantings, irrigation, and decorative crosswalks and intersection treatments.
- Tricia has a passion for implementing projects from design through construction administration. She is experienced in applying a practical yet creative design approach to each project while incorporating sustainable principles including Florida native plantings and water efficient irrigation designs.

Relevant Experience

Phipps Ocean Park Master Plan, Palm Beach, FL — Project manager. Kimley-Horn provided professional civil engineering services to the Preservation Foundation of Palm Beach for master plan improvements to Phipps Ocean Park. The park, originally developed by Raymond Jungles, Inc., features picnic tables with barbecue pits, cabanas, a children's play area, restrooms, drinking fountains and mature trees that provide shaded areas during hot summer months. Phipps Ocean Park also features a boardwalk that takes visitors directly over to the beach. Our specific services for this project included due diligence, site civil evaluation, and irrigation design.

Vizcaya Park, Miramar, FL — Landscape architect. This 20-acre park in Miramar provides both active and passive recreational opportunities. The first phases of the park included a soccer/multiuse field, two full-size basketball courts, and a 7,600-square-foot community center. The park's passive features include open picnic areas, a playground, and a jogging/fitness trail along the perimeter of the project site. Phase 3 of the project included the additions of a splash pad, pavilions, a second soccer field, park signage, and overflow parking; Phase 3 was completed in 2016. Kimley-Horn provided master planning, landscape architecture, engineering design, permitting, and construction observation/administration services.



Tricia Richter, PLA, ASLA

Relevant Experience, cont.

Civic Center Park Expansion, Miramar, FL — Landscape architect for Civic Center Park previously known as the Police Benevolent Association Park a one-acre parcel that was given to the City as part of a Broward County Land Stewardship Program “Park for People” grant to redevelop the site while implementing “green construction” as a neighborhood park. The site is located adjacent to the City Aquatic Park West in Miramar, Florida. As part of the grant program it required that the redesign include green components such as recyclable material, environmentally beneficial landscape practices utilizing native plants, environmentally sound and water saving fixtures, irrigation technologies and interpretation/public education signage. The park improvements included a walking path with exercise stations, a pavilion, playground with tables, landscaping, irrigation, solar powered bollard lighting, a lighted parking lot and surface parking improvements.

Welleby Park Expansion, Sunrise, FL — Landscape architect. The City of Sunrise retained Kimley-Horn for improvements to Welleby Park located at NW 44th Street and Hiatus Road within the City of Sunrise. Kimley-Horn will provide conceptual design for two options for the park redevelopment to be presented at a public presentation meeting. Our team will refine the concept design and prepare design plans, including paving and drainage plans, utility plans, and signing and marking plans.

Canyon District Park, Boynton Beach, FL — Landscape architect. Kimley-Horn is providing civil engineering, traffic engineering, and environmental services for this new county park development for Palm Beach County. This development of this park will generally consist of the addition of new baseball and softball fields, flex-play multi-purpose fields, basketball courts, volleyball courts, picnic areas, and a playground. The loop road and stormwater design of the project will be critical to the development of this two-phase project to allow for immediate use of some of the amenities and the subsequent development of the second phase.

Sara Sims Park Improvements, Boynton Beach, FL — Landscape architect. Sara Sims Park Improvements, Boynton Beach, FL — Kimley-Horn provided professional consulting services to the Boynton Beach CRA for improvements to Sara Sims Park. This 8.9-acre park was originally established in the 1970s and is situated in the Heart of Boynton neighborhood. Our services on this park improvement project involve landscape architectural design and limited civil engineering services. Specifically, Kimley-Horn is providing design development services, irrigation and hardscape construction documents, and permitting assistance. Improvements to Sara Sims included, three small pavilions, one large amphitheater style pavilion, picnic tables, grills, a new restroom building, site lighting, benches, new parking, fitness paths, landscaping and irrigation, cell phone charging station, signage, and security cameras.

OB Johnson Park, Hallandale Beach, FL — Landscape architect for this 6.4-acre park. The park included a 42,000 SF multi-generational facility that included a teen center, indoor basketball courts, after school and senior programming, exercise room, administrative offices, and other accessory uses for computer and dance classes, food distribution, and other programming for all ages. The exterior park amenities included a walking trail, playground, tennis courts, a field house, and a football/soccer field. Additionally,



Tricia Richter, PLA, ASLA

Relevant Experience, cont.

the park improvements included a centrally located surface parking lot, site infrastructure and landscaping.

Oscar Wind Park, Sunrise, FL — Kimley-Horn is providing professional landscape architectural services for the expansion of Oscar Wind Park in Sunrise, Florida. This project includes improvements and renovations to the existing park, as well as the addition of new space from the School Board. The upgrades include new walkways, improvements to the existing parking lot on the School Board Cypress Bay Annex site, and landscaping/irrigation improvements. The project also includes the replacement of the playground and construction of an outdoor fitness court.



Nicholas D. Kuhn, PLA, CPRP

Nick has extensive experience in providing planning services to numerous clients nationwide. He specializes in the planning and design of livable and sustainable communities through the strategic planning and design of the public realm. Nick regularly lectures and writes on topics ranging from open space needs assessments to active recreation and sustainable park design. Nick has extensive experience in providing planning services to numerous public agencies nationwide. He specializes in the planning and design of livable and sustainable communities through the strategic planning and design of the public realm. Nick regularly lectures and writes on topics ranging from open space needs assessments to active recreation and sustainable park design. He is a licensed Landscape Architect in multiple states and member of NRPA, APA, ASLA and the City Parks Alliance. Nick's practice is focused on Public Realm Planning; Parks, Recreation and Open Spaces System Plans; and Needs Assessments.

Professional Credentials

- Master of Landscape Architecture, North Carolina State University, 2020
- Bachelor of Science, Landscape Architecture, Ohio State University, 2005
- Prof Landscape Architect, 6667065, FL, Earned 09/17/2010
- American Society of Landscape Architects (ASLA)
- American Planning Association (APA)

Relevant Experience

Parks Master Plan, Cutler Bay, FL — Project manager. Kimley-Horn is providing master planning services for the Town of Cutler Bay to assess the condition and provide improvement recommendations for Town parks. As part of the design process for the master plan, the Kimley-Horn design team will hold public meetings with citizens who provide valuable input and help to shape projects. The master plan will contain brief project backgrounds, a physical inventory and site assessment of the existing parks and park system, proposed recommendations, the public involvement process, partnership opportunities, funding analysis and preliminary cost estimates for implementing the conceptual recommendations. It will also identify potential for park expansion and make recommendations for the incorporation of future facilities into the Town's park system.

City Park Master Plan, Portsmouth, VA — Landscape architect. City Park is Portsmouth's largest and most visited park. Kimley-Horn is assisting the City with creating a master plan that will guide future improvements to the park. As a 90-acre waterfront destination, City Park has enjoyed a long history as the place for communitywide celebration and a round of golf. Changing trends in recreation and the need for life-cycle replacement of facilities provided an opportunity for the City of Portsmouth to step back and re-envision the role the park plays in meeting the needs of residents. Kimley-Horn was retained by the City to develop options based upon public input and sound analysis of the existing conditions, performance, and long-term needs of the park. Plans include replacing an executive 9-hole golf course with a driving range, an outdoor event space with performance stage, reorienting existing boat launches to address tidal and storm impacts, replacing several buildings, replacing a barrier-free playground, and



Nicholas D. Kuhn, PLA, CPRP

Relevant Experience, cont.

developing a network of paved trails. The vision calls for the park to accommodate City events, provide active and passive recreation opportunities, take advantage of waterfront views, and improve internal and external circulation patterns.

Greenway and Trails Prioritization Plan, Miami-Dade County, FL — Project manager and lead planner. This project scope of work contained three distinct goals for the County's 500+ mile greenway system: first, the document records previously defined goals and objectives consistent with guiding documents that will help now and in the future. Second, the document includes development of systematic and comprehensive criteria for prioritizing greenway and trail development of proposed segments and improvements to existing segments in a two-part criterion that can guide and reconcile priorities by Florida Department of Transportation (FDOT), Miami-Dade MPO and Florida Greenways and Trails System (FGTS). Third, the document establishes clear roles for Miami-Dade County Parks, Recreation and Open Spaces Department (MDPROS), as well as partnering agencies and departments, by incorporating best practices from other highly successful systems around the United States.

Parks and Open Spaces System Master Plan, Miami-Dade County, FL — Park planner. This 50-year, unifying vision for a livable, sustainable, Miami-Dade County addressed five (5) major components: great parks, great public spaces, great natural and cultural places, great greenways, trails, and water trails, and great streets. Through a series of workshops with representatives from all of the Miami-Dade County departments, public involvement workshops, lifestyle/ demographic analysis, analysis of existing systems, neighborhoods, various community and county-wide visions, benchmarking and economic analysis, AECOM developed a series of guiding principles for all five components. Through the guiding principles and design guidelines developed through this master planning effort, Miami-Dade County will set forth a new vision for a livable, sustainable community.

Recreation Needs Assessment, Miami-Dade County, FL — Project manager. This project consisted of a needs assessment including a series of interviews and workshops with various stakeholders and focus groups; public workshops, and presentations, and a comprehensive mail/telephone survey of 80 neighborhoods throughout the County. Developed as a follow-up to the Miami-Dade County Parks and Open Spaces System Master Plan, this needs assessment served as a primary tool for the County as the Department transitions to a regional provider.

Park Structure and Landscape Pattern Book Miami-Dade County, FL — Project manager and lead planner. The Pattern Book project included in-depth research and analysis of community and architectural patterns along with site and landscape design based on four Miami-Dade County Heritage Parks which would be implemented County-wide.

Trail Benefits Study; Ludlam Trail Case Study, Miami-Dade County, FL — Project manager and lead planner. Project included the extensive research and analysis of economic, social, environmental and transportation benefits linked with the development of shared-use trails throughout the County for Miami-Dade County Park and Recreation Department. The Ludlam Trail was used as a case study



Nicholas D. Kuhn, PLA, CPRP

Relevant Experience, cont.

throughout the document to quantify the multiple benefits shared-used trails can have on the surrounding community.

Trail Design Guidelines and Standards, Miami-Dade County, FL — Project manager and lead planner/graphic designer. Working jointly with Rails-to-Trails Conservancy and Miami-Dade County Park and Recreation Department, the Miami-Dade County Trails Guidelines and Standard achieved two purposes; provide specific sound solutions to complex transportation and safety concerns for the development of the Ludlam Trail; and the development of shared-use trail guidelines which can be implemented throughout Miami-Dade County. The final report has been unanimously approved by multiple governmental committees and departments. Work included extensive research and analysis of best practices and lessons learned in shared-trail planning.



Laura Wittenbauer, Grants and Project Funding Specialist

Laura has nearly two decades of grant writing and administration experience, serving both private- and public-sector clients. Prior to joining Kimley-Horn, she worked as a senior process analyst for the City of Sarasota where she identified relevant grant opportunities and completed grant applications. She ensured that grant accounting and financial reporting was consistent with governmental accounting standards and kept within the terms and conditions of the grant. Her experience with Sarasota was preceded by her tenure in the private sector, where she served as a grant consultant. In this role she supported municipal clients, providing grant-related services from application through award. Laura understands and can apply the principles, practices, and procedures of government budgeting, cost analysis, financing, and funds administration. She can evaluate, audit, deduce, and assess data using established criteria through the lens of a public agency.

Professional Credentials

- Master, Business Administration, University of Phoenix/Nellis AFB, 2004
- Bachelor of Science, Social Work, Florida State University, 1995
- Associate of Arts, Business Administration, Pensacola State College, 1994

Special Qualifications

- Over two decades of grant writing and grant administration experience
- Prior to joining Kimley-Horn, worked as a senior process analyst for the City of Sarasota where she identified relevant grant opportunities, completed grant applications, and provided grant administration through closeout and audit (excess of \$27 million in funding)
- Also served as a grant consultant in the private sector providing grant-related services from application through award
- Has experience ensuring that grant accounting and financial reporting is consistent with governmental accounting standards and federal regulations regarding compliance
- Demonstrated ability to evaluate, audit, deduce, and assess data using established criteria through the lens of a public agency

Relevant Experience

High Ridge TOD RAISE Grant, Boynton Beach, FL — Grant specialist. Kimley-Horn provided grant writing services for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to conduct extensive feasibility studies for a Transit Oriented Development (TOD) for the High Ridge neighborhood. TODs are designed to connect people, traffic, and other activities around a transit station or transit hub. The High Ridge area of Boynton Beach is nestled around I-95 and Gateway Boulevard. The specific boundary of what the High Ridge TOD should include will be identified through the completion of multiple land use, transportation, and economic development studies and analyses.



Laura Wittenbauer, Grants and Project Funding Specialist

Relevant Experience, cont.

Heart of Boynton Utility Retrofit FEMA BRIC Grant Project, Boynton Beach, FL — Grant specialist. Prepared a FEMA Building Resilient Communities and Infrastructure General Infrastructure (BRIC) Grant application on behalf of the City of Boynton Beach for infrastructure improvements to the Heart of Boynton neighborhood. The funds will be used for critical upgrades to an underserved population by improving water, wastewater, and stormwater components with roadway improvements in the areas disturbed by the mitigation activities. Kimley-Horn counseled the client, prepared the draft application, coordinated with other City consultants, and responded to the requests for additional information from the State of Florida Division of Emergency Management (FDEM). The City requested \$29,399,534 in Federal funding and will provide a local match of \$12,599,801 (30%) of the total \$41,999,335 project cost. Award announcements for this grant cycle are anticipated in the summer of 2023.

Ocoee-Apopka Road Safety Widening Project (OASWP), Apopka, FL — Project manager. Ocoee-Apopka Road, an urban major collector serving local, regional, and national trips, is one of two main roads providing access to Downtown Apopka from the Cities of Ocoee and Winter Garden and unincorporated Orange County. The grant will fund construction activities related to widening the corridor to four-lanes with a divided roadway, landscaping, the addition of sidewalks, and the inclusion of a multi-use trail along the corridor aligning with Apopka's Trails Master Plan. The project will provide connections to three current trails in Apopka, while tying into the vast trail network spanning across Orange, Osceola, Lake, Seminole, and Brevard counties.

Miscellaneous Grant Services 2022, Boynton Beach, FL — Project planner. Prepared a Rebuild Florida Community Development Block Grant – Mitigation (CDBG-MIT) General Infrastructure Grant application on behalf of the City of Boynton Beach for infrastructure improvements to the San Castle neighborhood. The funds will be used for critical upgrades to an underserved population by improving road, utility, and stormwater components. It will raise the quality of life for the residents by providing a reliable source of drinking water, the ability to move freely in and out of the neighborhood, and knowing that stormwater will properly drain following a major rain event. The project was selected as one of 17 of 246 applications and the City was awarded the full funding of \$16,500,000.

Transportation Public Works Stockyards/Panther Island Connectivity, Fort Worth, TX — Project manager. The City of Fort Worth is applying for Planning, Design, and Construction from the Federal Railroad Administration's Railroad Crossing Elimination Program for the Stockyards/Panther Island Connectivity Project ("Project"). The Project will address grade separation by means of a bridge overpass to the railways below. The bridge connection will provide access to and from the 98-acre destination of the Fort Worth Stockyards; a historic district which was listed on the National Register of Historic Places in 1976. The Project lies within three designated Qualified Opportunity Zones (Census Tracts 201, 202, and 300), which at present do not have access to the Stockyards. The bridge, additional roadway (including pedestrian and bicycle access), and signalization will provide equitable access, increased safety, increased access to jobs, and decreased traffic west of the Stockyard location; all while addressing the mobility of people and goods. The Project is eligible as it will enhance multimodal connections.



Laura Wittenbauer, Grants and Project Funding Specialist

Relevant Experience, cont.

In addition, Laura worked on the following projects prior to joining Kimley-Horn:

National Park Service - Underrepresented Community - Newtown Historic District, Federal Grant, City of Sarasota — This project was the federal designation of the Newtown Historic District. Laura's professional services included research, grant writing, grant administration, and grant reimbursement. The awarded amount was \$50,000.

Florida Department of State, Division of Historical Resources, Municipal Auditorium - Bayfront Community Center, City of Sarasota — This project included the historic restoration of the Municipal Auditorium and Bayfront Auditorium. The windows were replicated to art deco era to align with the original fabric and historic significance of the building. Also included cleaning, painting of building, along with ADA compliant hardware, restroom, and railing restoration. Laura's professional services included research, grant writing, grant administration, and grant reimbursement. The awarded amount was \$500,000.



JESS M. SOWARDS, AIA, LEED AP Design Architect

Jess Sowards joined the firm in the fall of 1987 following his graduation with a Bachelors of Architecture from the University of Kentucky. Having worked at several architectural firms while completing his formal education, Mr. Sowards advanced quickly in the firm taking in many challenges which included the design and reconstruction of a number of religious projects, hotels, shopping centers and fire stations. In 1989, Jess became a registered architect in the state of Florida and received his certification from the National Council of Architectural Registration Board (NCARB). Having developed his skills to where he managed multiple projects from conceptual design through occupancy, Mr. Sowards was promoted to the position of Associate Architect in 1991 and Principal in 2000.

Community involvement is an integral part of his commitment to architecture and good design. He has participated in numerous design charrettes including Old School Square, Village of Key Biscayne, Pineapple Grove Main Street and others. Jess was a Past Chair of the City of Boca Raton's Community Appearance Board from 2012-2016. He has been a member of City of Delray Beach Board of Adjustment, City of Delray Beach Planning and Zoning Board (serving as the chairman), City of Delray Beach Site Plan Review and Appearance Board, Pineapple Grove Main Street Design Committee and is past President of the Palm Beach Chapter of the Florida American Institute of Architects. Jess was honored with the Hillard T. Smith Award in 2004 by the Palm Beach Chapter of the AIA for his active leadership in community activity and service which was of direct benefit to the community.

Jess's design credits include a host of highly relevant community center and clubhouse projects including the, Stonebridge Country Club, St. Andrews Country Club, Johnny Tigner Community Center, Bluesten Park Community Center, the Village of Key Biscayne Community Center and the Delaire Country Club. In addition, to architecture, Jess is passionate about his golf game and the endless pursuit of a perfect score.

REGISTRATION

- Architect: Certified: Florida #13205
- NCARB #45861

EDUCATION

- Bachelor of Architecture
University of Kentucky 1987

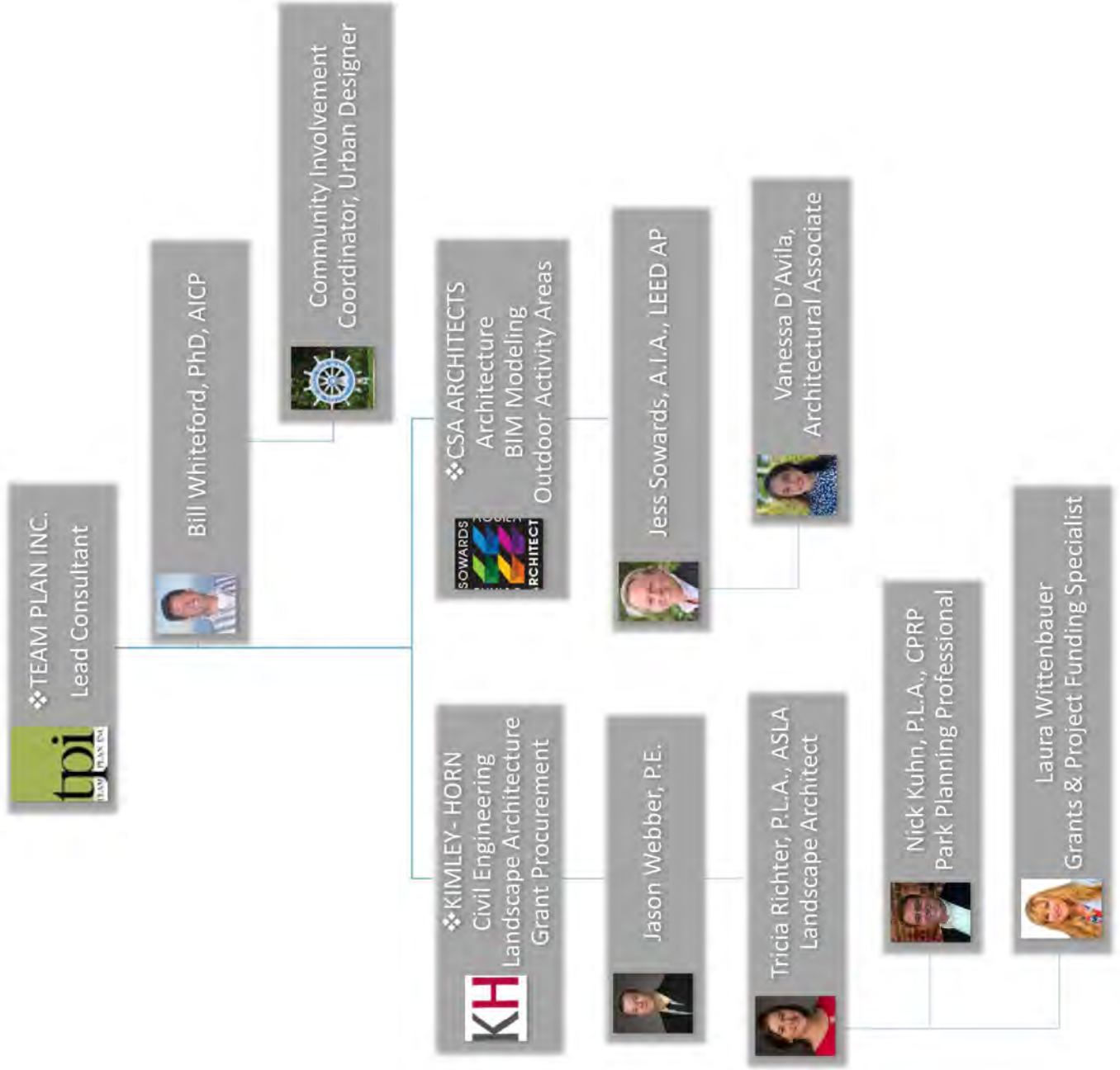
PROFESSIONAL AFFILIATIONS

- American Institute of Architects
- Florida Association AIA,
Past State Director
Palm Beach Chapter, Past President
Design Awards Committee, Chair

COMMUNITY SERVICE & ORGANIZATIONS

- Palm Beach County Zoning Board – Member
- City of Boca Raton Community Appearance Board Past Vice Chairman
- City of Delray Beach Board of Adjustment – Past Chairman
- City of Delray Beach Planning and Zoning Board – Past Chairman
- City of Delray Beach Board of Adjustments – Past Vice Chair
- City of Delray Beach Site Plan Review and Appearance Board – Past Member & Chair
- Pineapple Grove Main Street Design Committee – Member
- Rotary Club of Delray Beach – Past Secretary
- Palm Beach Chapter AIA Foundation Vice Chairman

ORGANIZATIONAL CHART



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**REQUEST FOR QUALIFICATIONS FOR
MASTER PLANNING - OSBORNE
PARK AND COMMUNITY CENTER**
Bid No. 2023-02-Leisure-Services/ZMS



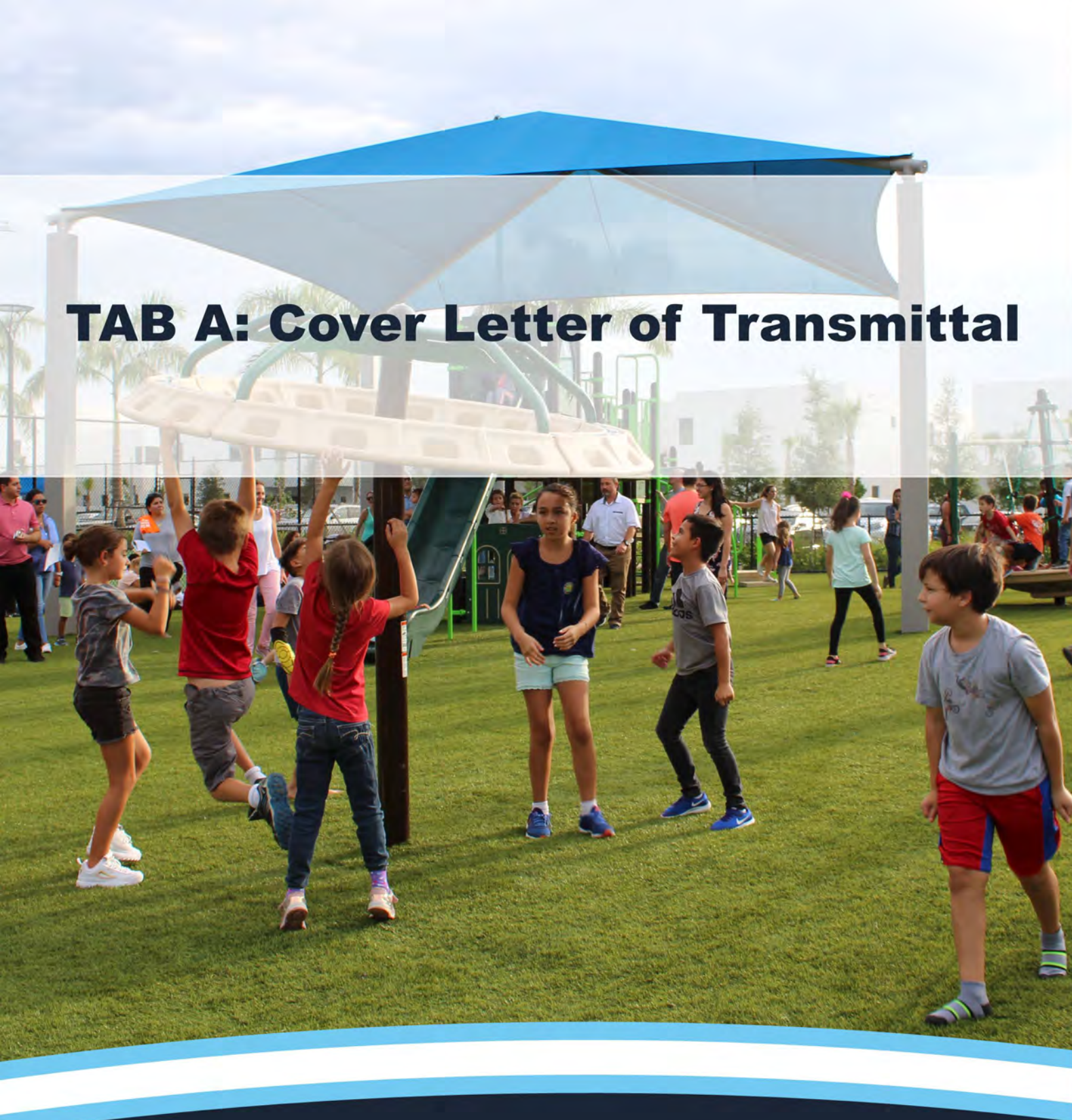
cma

chen moore and associates

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TAB A: Cover Letter of Transmittal



Bid No. 2023-02-Leisure-Services/ZMS
Master Planning – Osborne Park and
Community Center



500 Australian Avenue South, Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900

chen moore and associates

TAB A. COVER LETTER OF TRANSMITTAL

Village of North Palm Beach
Village Clerk's Office, Village Hall
501 US Highway One
North Palm Beach, FL 33408

Thursday, June 15, 2023

RE: RFQ for Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach's Osborne Park and Community Center - RFQ-2023-02-Leisure-Services/ZMS

Dear Selection Committee:

Chen Moore and Associates, Inc. (CMA) is pleased to submit our qualifications to develop a master plan for Osborne Park and Community Center for the Village of North Palm Beach. **CMA knows parks.** We provide planning, design, permitting, and construction administration for urban, neighborhood, regional and special use parks throughout the state. CMA is licensed in the State of Florida and qualified to provide all services requested under this RFQ. We are currently working with Miami, Hollywood, Margate, and West Palm Beach to implement parks projects funded through General Obligation Bonds specified for use in developing parks projects by the citizens of those communities. Additionally, we recently completed work on the systemwide parks and recreation master plan for the City of Miami. We are active members of the National Recreation and Parks Association (NRPA) and the Florida Recreation and Parks Association (FRPA), staying current with industry trends and standards. CMA's recent examples of parks master planning include the Sunset Park master plan for the City of Hollywood. The Sunset Park site is a 45-acre brownfield, formerly a golf course, which the city acquired to develop into a nature-based park. Our solution incorporates stormwater ponds capturing adjacent neighborhoods watershed as an amenity for the site. CMA also developed a master plan for Currie Park in West Palm Beach, a 13.6-acre waterfront park where CMA assisted in obtaining a \$16M+ resiliency grant through the State of Florida for construction. CMA is currently developing construction documents to complete Currie Park.

Your project is important to us. I, **Cris Betancourt, PLA, AICP will serve as the Principal-in-Charge** on this project. I bring 26 years of experience working with public sector clients and parks and recreation projects from parks system master plans to individual park sites. I am a shareholder of the firm, a corporate officer, and the Vice President of Landscape Architecture and Planning. **Our project manager will be Stefan Bortak, PLA, ASIC, CID** who brings 18 years of parks design and master planning experience to the project. We are supported by our teaming partners **Barth Associates**, for public engagement and planning support; **Stephen Boruff Architects + Planners**, for architectural design; and **RMPK Funding**, for strategic funding analysis. CMA will provide project management, site planning, and will lead the design team's efforts to deliver an exceptional project to the Village.

We are committed to providing The Village of North Palm Beach with a project delivered on time (within 20 weeks) and have the available staff and resources needed to complete the project. With the acquisition of NZ Consulting by CMA, we have now been providing support to the Village since 2016 for planning and zoning. CMA understands the work to be done, commits to perform the work within the requested time period, complying with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida and the United States. We are looking forward to the opportunity to present our qualifications and approach to this project in more detail to the selection committee. Should you have any questions, please do not hesitate to contact me at (561) 746-6900, extension 1078, or via email at cbetancourt@chenmoore.com.

Respectfully submitted,



Cristobal Betancourt, PLA, AICP, Vice President - Landscape Architecture/Planning
CHEN MOORE AND ASSOCIATES, INC.



TAB B: Statement of Qualifications of Proposer

Bid No. 2023-02-Leisure-Services/ZMS
Master Planning – Osborne Park and
Community Center



B. Statement of Qualifications of Proposer

1. CONTACT INFORMATION



Stefan Bortak, PLA, ASIC, CID will serve as Project Manager for this contract, and the Village's contact person who will be available to respond to any questions and/or schedule interviews during the course of this RFQ Solicitation process.

Stefan Bortak, PLA, ASIC, CID - Senior Landscape Architect
500 Australian Avenue South, Suite 850, West Palm Beach, FL 33401
sbortak@chenmoore.com
Office: (561) 746-6900 Ext 1083, Cell: (407) 304-9312

2. FIRM PROFILE



Founded in 1986, Chen Moore and Associates, Inc. (CMA) specializes in civil engineering, water resources, water and sewer, landscape architecture, planning, irrigation, electrical engineering, transportation, environmental and construction administrative services. With the recent addition of Fred Wilson and Associates (opened in 1962) during the 3rd quarter of 2021, the combined firm has now officially been in business for over sixty (60) years. The firm commits to providing responsive quality services while meeting the schedules and specific project needs of our clients. The firm has its headquarters in Fort Lauderdale, Florida. CMA has offices throughout Florida, including regional offices in West Palm Beach, Miami, Orlando (Maitland), and Jacksonville. CMA has additional offices in Jupiter, Port St. Lucie, Sarasota, Gainesville, Tampa, and in Atlanta, GA. The firm commits to providing responsive quality services while meeting the schedules and specific project needs of our clients.



At CMA, we best describe ourselves, our approach, and our priorities with these five words: Leadership, Excellence, Philanthropy, Community and Culture. CMA embraces the history and legacy of the firm set by Dr. Ben Chen, P.E. and is empowered by the vision set by its leadership team, led by President Peter M. Moore, P.E., F. ASCE, FACEC. The firm continues to grow by striving for excellence in design, innovation, project management, and quality.

CMA continues to be focused on community through its commitment to philanthropy at all levels of the firm. Every office attends, contributes, and leads in community and profession-based events throughout CMA's geographic reach. The CMA Family culture is about quality and excellence in our professional work, while contributing as a leader in our communities in a fun work environment.

CMA employs 117 full time staff, including 41 registered professional engineers, 7 registered landscape architects, 4 certified planners, 2 certified arborists, and one certified irrigation designer. The firm was founded as a corporation on November 7, 1986 by Dr. Ben Chen, P.E., BCEE as Chen and Associates Consulting Engineers, Inc. In 1999, Peter Moore, P.E., F.ASCE, FACEC, joined the firm and was named president in 2008.

On January 1, 2011, the firm was renamed to Chen Moore and Associates. Located to the right is our state of Florida Secretary of State Certificate of Corporation. CMA does not have any subsidiaries or affiliated companies that any of our principals have a financial interest.

CMA is fully employee owned. The breakdown of employee ownership is below.

Owner	% Owned
Peter Moore, P.E., F.ASCE, FACEC	34.724%
Jose L. Acosta, P.E., F.ASCE	13.441%
Jason McClair, P.E., CFM, LEED AP	6.722%
Safiya Brea, P.E., LEED AP	2.239%
Suzanne Dombrowski, P.E., ENV SP	6.722%
Gregory Mendez, P.E.	6.722%
Daniel Davila, P.E.	6.722%
Cristobal Betancourt, PLA, AICP	6.722%
Brent Whitfield, P.E., ENV SP	6.722%
Jennifer Smith, P.E.	2.239%
Eric Harrison, PLA	2.239%
Patrick Kaimrajh, P.E.	2.239%
M. Bradley Wilson, P.E.	1.019%
Robert Best, Jr., P.E.	1.019%
Thomas Gardner, P.E.	0.510%

CMA STAFF	
Management/Administrative Staff (<i>please note some of our Management staff are also Licensed Professionals</i>)	12
Technical Staff (Licensed Professionals)	48
Support Staff	57

State of Florida
Department of State

I certify from the records of this office that CHEN MOORE AND ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on November 7, 1986.

The document number of this corporation is J41454.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 8, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Eighth day of January, 2023.




Secretary of State

Tracking Number: 965942656CC

To authenticate this certificate (at the following site), enter this number, and then follow the instructions displayed.

<https://www.sos.fl.gov/Forms/CertificateOfStateCertificateAuthentication>

The work for this contract will be performed out of our West Palm Beach office address, located at 500 Australian Avenue South, Suite 850, West Palm Beach, FL 33401. Our central locale enables on-staff professionals to develop innovative, yet practical designs based on special insights into the problems and requirements of the communities of which they are a part. By living and working in these communities, CMAs' professionals are able to work closely with their clients.

3. CMA'S QUALIFICATIONS

CMA's key services groups include Civil Engineering (stormwater, water/sewer, general civil), Transportation Engineering, Electrical Engineering, Landscape Architecture & Planning, and Construction Management. CMA's key market groups are as follows: Parks and Recreation, Transportation, Water Resources, Water and Sewer, Energy, and Land Development.

OUR SERVICES

**CIVIL ENGINEERING
TRANSPORTATION ENGINEERING
ELECTRICAL ENGINEERING
LANDSCAPE ARCHITECTURE
PLANNING
ENVIRONMENTAL
CONSTRUCTION MANAGEMENT**

OUR MARKETS

**WATER & WASTEWATER ENGINEERING
WATER RESOURCES
TRANSPORTATION
ENERGY
PARKS & RECREATION
LAND DEVELOPMENT**

The following sections outline CMA's experience related to the envisioned scope of services requested by the Village. Our West Palm Beach Landscape Architecture and Planning team will lead the services for this contract.



Landscape Architecture and Planning

CMA's Landscape Architecture studio strives to develop context sensitive design solutions incorporating and conserving nature in our urban environments. Our design approach focuses on creating high quality environments for people. Our LA team includes seven (7) registered landscape architects, one (1) certified arborist, one (1) certified irrigation designer, four (4) AICP certified planners, and additional production staff. Because of our diverse skill set within the department, our LA team self performs most projects without the need for subconsultants. We

are known and respected for our thorough understanding of site and permitting constraints prior to commencing projects. We are highly responsive and provide out-of-the-box solutions to our clients' needs. Current projects include multiple urban parks, nature-based playgrounds, urban trail master planning, parks system master planning, and streetscapes for local and state government. Our services include the following:

- Parks and Recreation Planning and Design
- Master Planning
- Site Planning Design and Processing
- Irrigation Design
- Community Planning
- Urban Redevelopment
- Comprehensive Planning
- Campus Planning and Design
- Due Diligence and Feasibility Reports
- Land Use Entitlements
- Landscape Planning and Design
- Hardscape Feature Design
- Streetscape Design
- Greenway and Trails Design
- Wayfinding
- Lighting Design
- Graphic Design and Presentation
- Habitat Restoration



Landscape Design Philosophy



Public landscapes, whether in the form of parks, streetscapes, or other municipal facilities, serve multiple purposes. They provide beautification, shade, habitat for wildlife, they improve water quality, and they can serve as educational spaces informing the public of our need to care for our natural resources. They contribute to our physical and mental health, improve our quality of life and enhance the urban experience. We begin our projects by understanding our client's ability to maintain and operate the spaces we create. The design and its implementation represent a fraction of our work's anticipated life. We work closely with you to make certain inherited facilities can be maintained for the long-term benefit of your community. Landscapes and infrastructure should be sustainable socially, environmentally, and economically.

CMA believes parks play a vital role in our communities. Parks lay a healthy foundation for community development. They can catalyze community revitalization, engage the community, and support economic development through enhancement of property values and increased municipal revenue. Parks can promote tourism by providing venues for special events, festivals, and sports tournaments and often contain special facilities such as zoos, memorials, or significant cultural artifacts. Socially, parks create safer neighborhoods and provide an environment where people can connect with nature and benefit from physical activity, social interaction, and a cleaner environment raising their quality of life. Physically, our parks shape our environment and help to define our public realm by providing open space that preserves vital ecological functions, protects biodiversity, buffers incompatible land uses, and reduces public costs for stormwater management, flood control, and other forms of public infrastructure.



Doral Glades Park, Doral, FL

TAB B: STATEMENT OF QUALIFICATIONS OF PROPOSER

In the last five years, we have provided services on the following types of projects to public sector clients:

- Park System Master Plans
- Parks Facilities Master Plans
- Coastal Parks (requiring permitting through FDEP)
- Urban Parks (accommodating green markets, art, culture and community festivals)
- Active Parks with recreation facilities (Baseball, Soccer, Basketball, Volleyball, Tennis, Pickle Ball, Multi-Use Fields)
- Site Plan processing for community redevelopment projects and private development sites
- Wayfinding Strategies
- Streetscape Design and Implementation
- Complete Streets Conceptual Design and Implementation
- Irrigation Studies and Implementation of Irrigation Central Control for municipalities and universities
- Urban Tree Canopy Studies
- Plans Review



Lincoln Road Master Plan, Miami Beach, FL

CMA's Parks and Master Plan Experience for Public Agencies

CMA has developed parks master plans for government clients for the following facilities in the last five years:

- Currie Park, West Palm Beach
- Oriole Park, Margate
- Ruben Dario Park, Miami
- Sunset Park, Hollywood
- West End Park, Miami
- City Park Phase I, Oakland Park
- White Course Park, Doral



Doral White Course Park, Doral, FL

Grant Writing Abilities

CMA has a long history of working with municipalities to enhance projects with grant funds. Often, simply by being aware of available funding sources, CMA has assisted various clients with obtaining multi-year grants. Examples of three relationships are as follows:

- **FEMA Hazard Mitigation Fund Grants (HMGP):** In working with the City of Coral Springs, CMA has managed three separate HMGP grants for both hardening of public facilities and flood protection.
- **Community Development Block Grants (CDBG):** CMA has worked on over seven projects with the City of Dania Beach funded by CDBG. These include traffic calming, streetscaping, flood protection and solar street lighting.
- **Marine Grants:** For the City of Fort Lauderdale's 15th Street Marina Project, CMA assisted the City in obtaining Florida Inland Navigation (FIND) grants and a Broward Boating Improvement Program (BBIP) grant to double the scope of the project.

CMA also has experience with assisting our clients with obtaining grants and loans including:

- ARRA Compliance
- FIND & FRDAP Grants
- FEMA HMGP
- CDBG Compliance
- FDEP 319H Grants
- State Revolving Loans
- LWCF Grants

CMA also understands that public spaces require intensive maintenance and management that can be costly in addition to the initial investment upgrades. **Therefore, we partnered with a subconsultant firm RMPK Funding to assist in identifying revenue opportunities to support our clients.** RMPK Funding provides strategic funding and grant writing services geared towards municipal government. RMPK analyzes our project plans and identifies public and private funds that can be pursued to support public spaces projects. They utilize an approach called grant stacking which leverages available project funding to obtain additional matching grants from public and private entities.

Subconsultants Qualifications



Barth Associates, LLC

Public Engagement Subconsultant

Barth Associates, LLC was founded in 2012 by the late Dr. David Barth, FASLA. After Dr. Barth's passing, his loving wife Dennie Barth has assumed 100% interest and management control of the firm business.

The Firm work is completed by park professional Carlos Perez, PLA and firm associates. Barth Associates was found to help communities "harness the power" of their parks and recreation system to become more resilient and sustainable. A parks and recreation system can comprise as much as 50% of a city's land mass, and a well-planned, designed, programmed and maintained system can generate numerous economic, social and environmental benefits for the community. Barth Associates specializes in working collaboratively with residents, stakeholders, and municipality staff to unleash this power and improve the quality of life for residents.

■ Stephen Boruff, AIA Architects + Planners, Inc.

Stephen L. Boruff, AIA, Architects + Planners, Inc.

Architecture Subconsultant

Stephen L. Boruff, AIA, Architects + Planners, Inc. is an architectural firm located in West Palm Beach, Florida. The firm's work includes a wide range of projects both in the public and private sector. Shier

project experience and dedication to their client's best interest has earned Stephen L. Boruff a list of reputable repeat clients. Thier goal is always to meet the client's expectations, project time schedule and budget goals while searching for award-winning design solutions. Founded in 1990 by Stephen L. Boruff, the firm has since grown to encompass a full-service staff of registered architects, interior designers, BIM & computer-aided drafting technicians and administrative personnel. Their clients rely on our commitment to meet their goals, project schedules and their design program. Stephen Boruff, AIA, Architects + Planners, Inc. has received design awards from the American Institute of Architects, along with other professional honors and is acutely aware of their responsibility to maintain the highest design standards, while balancing the solution with their client's resources.



RMPK Funding
Grant Funding Subconsultant

RMPK Funding is professional service firm located in Jupiter, Florida. Incorporated in the State of Florida June 5, 2002, RMPK Funding specializes in obtaining alternative funding for municipalities across Florida. They currently represent 29 municipalities throughout the State of Florida. Over the last eight years, RMPK Funding staff of three full time professionals has worked with local communities to obtain \$90 million in funding. These funding programs have helped their client's complete road projects, trails, cultural facilities and all types of recreational facilities. RMPK Funding will provide grants and funding analysis services for this contract.

4. INSURANCE COMPLIANCE

CMA is in compliance with the insurance requirements as described within this RFQ regarding minimum coverage. CMA will provide the Village with proof of our insurance compliance once requested.

5. LITIGATION

CMA has not had any litigation cases during the past three (3) years.

6. CONFLICT OF INTEREST

CMA confirms that our firm has no conflict of interest with regard to any other work performed by CMA for the Village of North Palm Beach.



TAB C: Project Team

TAB C

Bid No. 2023-02-Leisure-Services/ZMS
Master Planning – Osborne Park and
Community Center



C. Project Team

All individuals on our project team are committed to providing the Village with a well planned, designed and implementable project. CMA recognizes the Village of North Palm Beach as an important and dynamic client. We want to develop a solid relationship and become your "Trusted Advisor." Our CMA Team has been carefully selected to meet and exceed the Village's expectations for the project. The following pages serve as an introduction to our key team members and our proven approach.

Key Personnel



Cristobal Betancourt, PLA, AICP - Role in this contract: Principal-in-Charge

Mr. Betancourt, PLA, AICP is CMA's Vice President of Landscape Architecture and Planning. He has experience providing planning and landscape architecture design solutions for public and private sector clients. His team provides a full range of services starting with due diligence and master planning culminating in detailed site design. Cris is an experienced parks designer and is currently leading the redevelopment of Currie Park for West Palm Beach and the Parks and Recreation System Master Plan for the City of Miami. As Principal-in-Charge, Cris will lead public engagement for the project and ensure that CMA's Project Manager receives sufficient resources and support to complete the project on time and budget.



John Gorham, PLA - Role in this contract: QA/QC

John Gorham, PLA is a principal landscape architect with CMA's landscape architecture team. Starting his career as a county park planner. His diverse experience includes design, grant writing, public involvement, and project management. Mr. Gorham also has experience in the construction of underground utilities, paving and stormwater facilities providing him broad experience in urban design, site planning, and development for a wide variety of public and private sector projects throughout Florida. John currently leads the design of Gaines Park Community Center and Tennis Center Renovation for West Palm Beach. John will manage our Quality Control process for this contract.



M. Stefan Bortak, PLA, ASIC, CID - Role in this contract: Project Manager

Mr Bortak is a Senior Landscape Architect and Certified Irrigation Designer with CMA's landscape architecture team as one of CMA's top designers. He leads the design of park facilities preparing landscape, hardscape, and irrigation plans from concept to construction documents; irrigation master plans, irrigation audits, water use permitting, irrigation distribution plans; water use permits; water use analysis; LEED documentation and calculations. He was also responsible for the implementation of Land F/X design software as a department standard for landscape architecture and irrigation design. Mr. Bortak is well versed in the use of low-impact development techniques specifically applied to site planning, and has extensive experience with parks and recreation facilities throughout Florida for public and private sector clients, providing design, permitting, and construction observation services for many types of improvements, including athletic fields; pedestrian, bicycle; site amenities; playgrounds; boating and aquatic facilities; themed wayfinding; amphitheaters; landscape; hardscape; and irrigation. Stefan will serve as the Project Manager for this contract.



J. Amber Mathis, PLA - Role in this contract: Landscape Architecture & Master Planning

Ms. Mathis is a Senior Landscape Architect with CMA's landscape architecture team. Her previous experience includes serving as the City Horticulturist for the City of Gainesville where she developed and implemented the City's tree planting programs; coordinated the installation and maintenance of young trees on City property; supervised assigned employees; inspected tree removal permits; assisted in shade tree inspections for new development; assisted with Code Enforcement inquiries regarding tree regulations; coordinated with the CRA and the Public Works Department on capital improvement projects to include design, development and inspection; and wrote, coordinated and oversaw professional service contracts. She also served as the director of Horticulture for the Norton Museum of Art where she oversaw the execution, managed, and maintained the museum's public garden. Amber will provide design and master planning support.



Brittany Bourgault - Role in this contract: Landscape Architecture & Master Planning

Ms. Bourgault is a Landscape Designer with CMA's landscape architecture team. Her professional experience includes working closely with different municipalities throughout Florida, conducting code research and analysis while implementing code compliant site plan, masterplans, and landscape designs. She is proficient in Florida's plant palette, local environmental conditions, and site-specific microclimates used to prepare aesthetic and functioning landscape designs. Brittany will provide design and master planning support.



Yan Chen - Role in this contract: Visualizations

Ms. Yen is a Landscape Designer with CMA's landscape architecture team. She provides design and production support to the team responsible for producing plan and section renderings and graphics, realistic 3D renderings and fly-through videos. Ms. Chen is proficient in Florida's plant palette, local environmental conditions, and site-specific microclimates used to prepare aesthetic and functioning landscape designs. Ms. Chen specializes in Land F/X; Adobe (Photoshop, Illustrator, InDesign); Google SketchUp; Lumion; ArcMap; and GEOPAK V8i. Yan will prepare the all visualizations graphics for the master plan.



Patrick Kaimrajh, P.E. - Role in this contract: Infrastructure Analysis and Cost Estimating

Mr. Kaimrajh is the Director of Land Development/Principal Engineer for CMA and specializes in leading and managing civil engineering design, permitting, and construction oversight. Patrick has worked for a variety of public sector clients at the City, County and State level, as well as private development clients in commercial, hospitality, healthcare, industrial, mixed-use, and residential market sectors. Land development involves numerous engineering specialties to transform a plot of land to a built environment. His experience includes preparation of final design packages including paving, grading, drainage collection systems with controlled outfalls and injection wells in coastal areas, water distribution systems, wastewater collection systems and lift stations, pavement marking and signage, traffic control and phasing, and erosion and sediment control plans. Patrick will provide infrastructure analysis and cost estimating services for this master plan.



Carlos Perez, PLA (Barth Associates) - Role in this contract: Public Engagement Subconsultant

Mr. Perez is a planner, urban designer, and landscape architect that specializes in parks planning and design. His academic training and professional specialization in parks planning and design, active transportation planning and design, urban design, and landscape architecture provide for a unique view and keen understanding of the important, multifaceted role that parks and the public realm play in creating livable communities. Carlos has worked with over 65 communities throughout the United States on parks planning and design projects including Washington, D.C., Seattle, San Diego, Buckhead (Atlanta) Norfolk (Virginia), Sarasota County, FL, and Miami-Dade County, FL. He is also a recent past Board Member and Vice President of Park Pride, one of the nation's leading local park advocacy organizations based in Atlanta, GA. Carlos also enjoys speaking and lecturing regularly on the Power of Parks to enhance communities. Mr. Perez will provide public engagement services for this master plan.



Yan Duan (Barth Associates) - Role in this contract: Public Engagement Graphics

Yan Duan is a planner and urban designer with Perez Planning + Design, LLC with over 7 years of experience in planning and community design projects. Yan's expertise is in research, design, and visual communications. She combines these three strengths to develop thoughtful, practical, and innovative parks planning and design solutions. Yan will work collaboratively with Carlos and assist him with graphics for public engagement services for this master plan. She will assist Carlos with qualitative and quantitative research tasks including, preparing exhibits for public virtual or inperson public engagement, GIS mapping, analysis, development of exhibits, park planning and design graphics, and deliverables for the project



Stephen Boruff, AIA, NCARB (Stephen Boruff AIA Architects + Planners) - Role in this contract: Architecture Subconsultant

Stephen acts as the "Owner's Advocate" throughout the projects. In his role as principal-in-charge, he monitors the quality of the design solution and its compatibility with program goals and provides a clear source of accountability for the firm's performance. His understanding of public agencies and their special requirements for timely performance, clear communications and standard procedures has proven to be solid on every assignment. For the past 30 years, Stephen, has developed specialized experience in servicing public agencies including architectural design, planning, the survey and analysis of existing facilities, determining appropriate locations of future buildings, analyzing current and future space needs, and insuring compliance with the Americans with Disabilities Act. Stephen has extensive experience with the Florida Building Code, NFPA and coordination with local codes and ordinances. Mr. Boruff will provide architectural services for this master plan.



Roberto Curto (Stephen Boruff AIA Architects + Planners) - Role in this contract: Architecture Subconsultant

Robert is Project Manager on a variety of projects and is involved in all aspects of design, from concept development and schematic design, to the production and quality control of the construction documents. In addition, he serves as a contact for the Owner's Representative as well as performing construction administration duties for the duration of the projects. Since 1990, Robert has been involved in the programming, space planning, design and development of construction documents for all types of facilities ranging from commercial office space and civic projects, to recreation facilities and community centers. He serves as designer or contributing designer on many of the office's projects. Mr. Curto will assist Mr. Boruff and will provide architectural services for this master plan.



Ryan Ruskay (RMPK Funding) - Role in this contract: Grant Funding Subconsultant

Mr. Ruskay is President of RMPK Funding and has more than 20 years of extensive experience in the evaluation and management of various state and federal funding programs, obtaining \$234 million dollars in the past 20 years. He has worked with a wide range of local governments to find and obtain the funding necessary to make their capital projects a success. His projects consistently place in the top percentages of funding programs on the local, state and federal level. Mr. Ruskay's experience includes obtaining funding for land acquisition, transportation projects, cultural facilities and public safety projects. In addition to assisting local communities throughout the state in obtaining funding for capital projects, Mr. Ruskay and the staff at RMPK Funding have developed Capital Improvement and Strategic Funding Plans for many of their clients. Mr. Ruskay will provide Grant Funding services for this master plan.

Organizational Chart

VILLAGE OF
NORTH PALM BEACH
The Best Place to Live Under The Sun



Cristobal A Betancourt, PLA, AICP
Vice President of Landscape
Architecture/Planning

Hire Date: 02/14/2011

Years with other firms: 16

Education

Bachelor of Science,
Landscape Architecture,
Cornell University, 1995
Master of Science, Urban
Design, Royal Danish
Academy of Fine Arts,
School of Architecture, 1996

Registration

Registered Landscape
Architect, Florida,
LA6666941, 2008
Registered Landscape
Architect, New Jersey,
AA000949, 2006
Registered Landscape
Architect, New York, 001959,
2005

Professional Affiliations

American Planning
Association
American Society of
Landscape Architects
Florida Recreation and Park
Association
National Recreation and
Park Association
Urban Land Institute
City Parks Alliance

Certifications

American Institute of
Certified Planners
Council of Landscape
Architecture Registration
Board

Mr. Betancourt is CMA's Vice President of Landscape Architecture and Planning. He has experience providing planning and landscape architecture design solutions for public and private sector clients. His team provides a full range of services starting with due diligence and master planning culminating in detailed site design. He is well versed in the use of low-impact development techniques specifically applied to site planning, has knowledge of local municipal codes, and is proficient in Florida's plant palette, local environmental conditions, and site-specific microclimates used to prepare aesthetic and functioning landscape designs. Mr. Betancourt leads multi-discipline teams for parks and recreation facilities throughout Florida, providing design, permitting, and construction observation services for many types of improvements, including athletic fields; pedestrian, bicycle, and equestrian trails; site amenities; playgrounds; boating and aquatic facilities; themed wayfinding; amphitheaters; landscape; hardscape; and irrigation.

Project Experience

Currie Park – Phase I Visioning Plan, West Palm Beach, FL. CMA is the prime consultant leading the redevelopment of Currie Park for the City of West Palm Beach. The project aims to enhance a public asset to provide a substantial public benefit increasing the health, welfare and economic vitality of the community. The 13.6 acre waterfront park currently consists of public open space including boat ramps with trailer parking, tennis courts, fishing pier, playground, a landmark memorial to commemorate the late Dr. Martin Luther King Jr., covered pavilions and restroom facilities. The Project is broken into two phases. CMA led the development Phase I which included Information Gathering, Public Engagement, and Visioning for the Project. In addition to Visioning, our team conducted a marina market analysis, developed a maintenance and operations plan, and identified public/private partnerships and other means of financing the construction and operation of Currie Park as part of Phase I services. The CMA team identified and assisted the City/CRA in applying for a \$20.3 million Building Resiliency Grant offered through the Florida Department of Economic Opportunity. The project was awarded \$16.74 million of the grant request. The Vision Plan was approved by the CRA Board and Commission on June 1, 2021.

Sunset Park Master Plan, Hollywood, FL. Sunset Park is approximately 45 acres and is buffered by vegetation along the property perimeter, contains limited vegetation in the interior, and contains water bodies that were formed as part of the original golf course use. The site is known to have arsenic contamination from the previous land use as a golf course. The site was acquired through the use of General Obligation Bonds for conversion to a natural resource park. Chen Moore and Associates is providing professional services to the City of Hollywood Parks, Recreation, and Cultural Affairs (PRCA) to analyze existing site conditions; develop Preliminary Master Plans for the park; provide an Opinion of Probable Cost; and provide a preliminary funding strategy for the execution of the future project.



Chen Moore and Associates

City of Hollywood Parks & Recreation Master Plan. CMA supported Barth Associates in developing the City of Hollywood Parks, Recreation and Open Space Master Plan. CMA performed site visits to each of the system's parks facilities, evaluated the physical condition of each, and scored the parks based on criteria developed utilizing Barth Associates High Performance Public Spaces criteria. CMA developed recommendations for each facility based on the current state of the City's needs and developed an executable implementation strategy for Coconut Creek. CMA adhered to the Commission for Accreditation of Park and Recreation Agencies (CAPRA) National Accreditation Standards in the development of the Master Plan. Additionally, CMA developed detailed parks concepts for select facilities as requested by the City of Hollywood and studied available opportunities to connect the parks system via trails and bicycle facilities.

Doral White Course Park, Doral, FL. CMA is providing architecture and engineering services and related disciplines for the City of Doral, Florida. CMA will prepare full design documents, permitting, bid support and construction administration support services for a new 2.7ac. (approximate) park on the north side of NW 41st Street and approximately at the theoretical NW 84th Avenue, within the Downtown Doral South development. The park will include a shaded playground, a flexible event plaza, outdoor fitness stations, an off-leash fenced dog area, multi-purpose greenspace, a restroom building with IT closet, rain gardens picnic shelters, space for public art, walkways and lighting. CMA's scope of services includes Design Development, Construction Documents, Bidding and Permitting, and Construction Administration.

City Park Master Plan - Splash Pad, Oakland Park, FL. The City's Collins Central (City) Park consists of +/- 19.7 acres including several existing parks and municipal facilities. Those facilities include a community center, public works operations center and Fire Station No. 9. As part of the master planning effort led by Zyscovich Architects, the public works facility and the fire station shall be relocated in a site reconfiguration within the southern half of the site (+/- 9 acres). The master planning effort shall include a splash pad and other site amenities to promote pedestrian and overall park connectivity. The City of Oakland Park has asked for a proposal to prepare three (3) concepts for the splash pad component of the project. The concepts will be presented to municipal officials, the master planning team and the public for input. Upon receiving input, the CMA team shall provide civil engineering and landscape architecture services to prepare final plans and specifications for the splash pad, noting that the exact location will shift based on the development of the master plan efforts for City Park.

New Park, 2200 SW 9th Ave and 910 SW 22nd Rd, Miami, FL. CMA is providing professional landscape architecture and civil engineering services for the development of concept plans for a new park proposed at 2200 SW 9th Avenue and 910 SW 22nd Road, Miami, FL in the Roads neighborhood. The scope of work includes data collection, site analysis and code research, stakeholder engagement (in Spanish and English), conceptual design and opinion of probable cost. This project is funded by the Miami Forever Obligation Bond. The project is currently in permitting.

Gaines Park - Community and Tennis Center, West Palm Beach, FL. The project scope assumes total renovation of the community center including the demolition and reconstruction of significant portions of the current building, as well as the design of a new tennis center incorporating six (6) tennis courts and four (4) to six (6) pickle ball courts. CMA's scope of work includes preparation of the project site plan; civil design; utilities design and permitting; landscape design; and supporting permitting and construction administration services. CMA assumes the project will require new utility connections to the buildings, pedestrian connection adjustments, resurfacing and restriping of the existing parking areas; hardscape, landscape, wayfinding, and irrigation improvements; and modification of the stormwater infrastructure.



John P Gorham, PLA
Principal Landscape Architect

Hire Date: 02/12/2018

Years with other firms: 33

Education

Bachelor of Arts, Landscape
Architecture, University of
Florida, 1985

Registration

Registered Landscape
Architect, Florida,
LA0001237, 1988

Professional Affiliations

American Society of
Landscape Architects
Florida Planning and Zoning
Association

Mr. Gorham is a Principal Landscape Architect with CMA's landscape architecture team. Starting his career as a county park planner, his experience includes diverse experience in design, grant writing, public involvement, project management and FDOT landscape architecture. Mr. Gorham also has experience in the construction of underground utilities, paving and stormwater facilities providing him broad experience in urban design, site planning, and development for a wide variety of public and private sector projects throughout Florida. In addition, John has served on a state level, participating on the Governor's Stormwater Task Force, FDEP's Stormwater Treatment Technical Advisory Committee, and the Florida Board of Landscape Architects. Mr. Gorham is proficient in Florida's plant palette, local environmental conditions, and site-specific microclimates used to prepare aesthetic and functioning landscape designs. He has experience in the use of low-impact development techniques specifically applied to site planning and has extensive experience with parks and recreation facilities throughout Florida, providing design, permitting, and construction observation services for many types of improvements, including athletic fields; pedestrian, bicycle, and equestrian trails; site amenities; playgrounds; boating and aquatic facilities; themed wayfinding; amphitheaters; landscape; hardscape; and irrigation.

Project Experience

City of Westlake City Engineering Services. CMA is providing engineering and landscape architecture services for the City of Westlake. The scope includes review of permit applications; review of plans for the development within in the entire city limits; coordination with the City's planner; coordination with the City's staff members; and coordination with Seminole Improvement District whose jurisdictional boundary coincides with the City.

Oak Grove Park - Soccer Field Improvements, Miami, FL. Design, permitting, and construction administration for improvements to Oak Grove Park located at 690 NE 159th Street, Miami, FL. The facility is owned and operated by Miami Dade County.

SunTrax Visioning, Polk County (FTE), Auburndale, FL. CMA provided landscape architecture services for the Florida Turnpike Enterprise (FTE). The project scope was to lead all design and production efforts for this work assignment which included entry road and roundabout concepts, "SunTrax branding signage", landscape, hardscape, and lighting. Other tasks included preparation of irrigation feasibility study and lighting analysis reports. The team presented the SunTrax concepts to the Turnpike CEO and Turnpike Program Management, in which they approved the concepts unanimously and commended our team on as doing a... "phenomenal job".

I-4 Ultimate Project, Orlando, FL. CMA is part of the design-build team working to complete the I-4 Ultimate project. Our experienced staff, working with the Landscape Architect of Record, conduct field reviews to observe layouts and



Chen Moore and Associates

make recommendations on adjustments for utilities, sign view zones, stormwater management facilities, and other infrastructure. The complexity of the project requires adaptations of the design, which often changes to respond to field conditions and local preferences. This effort is ongoing throughout the Orlando metropolitan area from the resort areas southwest of downtown, to the quiet rest area north of Altamonte Springs.

Turnpike GEC LA Services (FTE), FL. Florida Turnpike Enterprise General Engineering Contract. CMA is a subconsultant to HNTB on the General Engineering Contract for the Florida Turnpike Enterprise. CMA provides support to the District Landscape Architect's office in developing, managing, and implementing the five year landscape work program; landscape architectural design; updates and management of the FTE branding document; master planning of the FTE's landscape design; design for special assignments such as Suntrax, SR528, Coral Way Park, and interchange design for multiple locations; plans review; post design services; and landscape inventory utilizing ESRI GIS Collector to manage FTE's landscape assets.

Gaines Park - Community and Tennis Center, West Palm Beach, FL The project scope assumes total renovation of the community center including the demolition and reconstruction of significant portions of the current building, as well as the design of a new tennis center incorporating six (6) tennis courts and four (4) to six (6) pickle ball courts. CMA's scope of work includes preparation of the project site plan; civil design; utilities design and permitting; landscape design; and supporting permitting and construction administration services. CMA assumes the project will require new utility connections to the buildings, pedestrian connection adjustments, resurfacing and restriping of the existing parking areas; hardscape, landscape, wayfinding, and irrigation improvements; and modification of the stormwater infrastructure.

Casselton Drive Streetscape Improvements, Casselberry, FL. CMA was a subconsultant to Geosyntec providing landscape and irrigation design services for the Casselton Drive Streetscape Improvement project located in Casselberry, FL. The Casselton Drive streetscape had Low Impact Design Components, like bio-swales, that functioned with the proposed landscape. This project consisted of sustainable Florida Friendly plantings that required little irrigation once established.

CERP Florida Keys Tidal Restoration, Marathon, FL. The project consists of two (2) proposed tidal connections between Florida Bay and the Atlantic Ocean via culverts crossing Overseas Highway (US Highway 1), located within the City of Marathon in Monroe County, Florida. The first location is Unnamed Creek between Fat Deer Key and Long Point Key, south of Mile Marker 56 (width 450 feet) and the second location is a tidal connection adjacent to Little Crawl Key (width 300 feet). CMA's role shall be the civil engineer and landscape architect of record.

Aviation Blvd Roadway and Hardscape Improvements, Marathon, FL. CMA prepared roadway and hardscape plans for over two miles of Aviation Boulevard including a segment of 107th Street which is adjacent to the regional airport in the City of Marathon. The project considered the shift of the existing roadway centerline to accommodate a shared 8' shared path that includes specialty lighting, hardscape elements including benches, pavers and landscaping at various areas along the road. Traffic calming elements including speed humps were implemented. The project also included geometric modifications to the roadway along with considerations for existing utilities and stormwater. In addition, the project ties the existing path along Overseas Highway on the north and south side of the airport. The project is a FDOT LAP funded project and CMA's services included schematic, conceptual and final roadway design and government permitting as well as hardscape and landscape architecture design.

TWO 05 - C9Z63 - Design Landscaping Services for I-75 (SR 93) at CR 769 (Kings Hwy) - C9Z63 - FDOT D1 - FM No. 438996-1-52-01. CMA is providing professional services for FDOT District 1, as part of a continuing services contract for "Districtwide Landscaping". This task work order is for landscape improvements associated with the interchange of I-75 and King's Highway. CMA's scope includes tree disposition, landscape and irrigation design, and MOT.



Chen Moore and Associates

Stefan Bortak, PLA, ASIC, CID
Senior Landscape Architect

Hire Date: 06/03/2011

Years with other firms: 6

Education

Bachelor of Science,
Interdisciplinary Studies,
University of Central Florida,
2012

Registration

Registered Landscape
Architect, Florida,
LA6667430, 2019

Professional Affiliations

American Society of
Landscape Architects

Irrigation Association

Certifications

EPA WaterSense Partner
Certified Irrigation Designer

Mr. Bortak is a Principal Landscape Architect and Certified Irrigation Designer for CMA's landscape architecture team. He prepares landscape, hardscape, and irrigation plans from concept to construction documents; irrigation master plans, irrigation audits, water use permitting; irrigation distribution plans; water use permits; water use analysis; LEED documentation and calculations. As one of CMA's top designers, he is responsible for producing plan and section renderings and graphics, realistic 3D renderings and fly-through videos. He was also responsible for the implementation of Land F/X design software as a department standard for landscape architecture and irrigation design. This included setup software, installation, deployment, creating company standards, software manuals, training and technical support, and managed data and license usage for all CMA offices. Mr. Bortak is well versed in the use of low-impact development techniques specifically applied to site planning, and has extensive experience with parks and recreation facilities throughout Florida for public and private sector clients, providing design, permitting, and construction observation services for many types of improvements, including urban streetscapes; transportation projects for FDOT; athletic fields; pedestrian, bicycle, and equestrian trails; site amenities; playgrounds; boating and aquatic facilities; themed wayfinding; amphitheaters; landscape; hardscape; and irrigation.

Project Experience

City of Hollywood Parks & Recreation Master Plan. CMA supported Barth Associates in developing the City of Hollywood Parks, Recreation and Open Space Master Plan. CMA performed site visits to each of the system's parks facilities, evaluated the physical condition of each, and scored the parks based on criteria developed utilizing Barth Associates High Performance Public Spaces criteria. CMA developed recommendations for each facility based on the current state of the City's needs and developed an executable implementation strategy for Coconut Creek. CMA adhered to the Commission for Accreditation of Park and Recreation Agencies (CAPRA) National Accreditation Standards in the development of the Master Plan.

Additionally, CMA developed detailed parks concepts for select facilities as requested by the City of Hollywood and studied available opportunities to connect the parks system via trails and bicycle facilities.

Doral White Course Park, Doral, FL. CMA is providing architecture and engineering services and related disciplines for the City of Doral, Florida. CMA will prepare full design documents, permitting, bid support and construction administration support services for a new 2.7ac. (approximate) park on the north side of NW 41st Street and approximately at the theoretical NW 84th Avenue, within the Downtown Doral South development. The park will include a shaded playground, a flexible event plaza, outdoor fitness stations, an off-leash fenced dog area, multi-purpose greenspace, a restroom building with IT closet, rain gardens picnic shelters, space for public art, walkways and lighting. CMA's scope of services includes Design Development, Construction Documents, Bidding and Permitting, and Construction Administration.



Chen Moore and Associates

Oriole Park Redevelopment, Margate, FL. Chen Moore and Associates is providing design, permitting, and construction administration for the redevelopment of Oriole Park located at 7055 N.W. 1st Street, Margate, FL 33063. The facility is owned and operated by the City of Margate. The redesign is funded by the general obligation parks bond approved in 2018. The project converts a single use baseball park into a neighborhood park with two sports fields, one multi-purpose field and open space, playgrounds, splash pad, fitness area, walking trail, security fencing, landscaping, and site lighting.

Sunset Park – Master Plan, Hollywood, FL. Sunset Park is approximately 45 acres and is buffered by vegetation along the property perimeter, contains limited vegetation in the interior, and contains water bodies that were formed as part of the original golf course use. The site is known to have arsenic contamination from the previous land use as a golf course. The site was acquired through the use of General Obligation Bonds for conversion to a natural resource park. Chen Moore and Associates is providing professional services to the City of Hollywood Parks, Recreation, and Cultural Affairs (PRCA) to analyze existing site conditions; develop Preliminary Master Plans for the park; provide an Opinion of Probable Cost; and provide a preliminary funding strategy for the execution of the future project.

Doral Glades Park. CMA provided site planning and landscape architecture for the design of a 24-acre park. The park carries a nature theme celebrating the flora and fauna of the Everglades. Divided into four themed areas, it celebrates mammals, birds, insects, and reptiles and amphibians of the Everglades. The site includes a 12 Acre lake with a kayak launch, recreational trail, and fishing pier extending into the lake. The parks program includes the following elements: themed playground (2-5 & 5-12 age groups), tennis/pickle ball courts, basketball courts, sand volleyball courts, multi-use fields, picnic pavilions, amphitheater, outdoor plazas, kayak rentals, community center, restrooms, parking and sports lighting. CMA served as a subconsultant to CPZ Architects and provided design (landscape, hardscape, irrigation, and lighting), permitting, and construction administration services. The site was designed to meet Green Globes criteria and includes extensive use of native plant materials and high efficiency irrigation. This project obtained the Florida Water Star Certification becoming the first park, city or otherwise, to achieve this certification in the State of Florida. In addition to receiving the Florida Water Star Certification, Doral Glades Park was also the recipient of Two Green Globes from the Green Building Initiative (GBI) for resource efficiency and reduction of environmental impacts, as well as, an honorable mention for the 2019 Green Globes Project of the Year.

1630 NW 5th Street - Park Vision Plans, Miami, FL. CMA developed initial layouts and cost estimates for the design of a park on City owned land and a parcel currently in acquisition in Commission District 3. The project is situated immediately to the west of Marlins Park. The concept extends the stadium's entry plaza through the park creating a pedestrian connection to NW 17th Avenue. The concept incorporates a 300-foot regulation baseball field; multi-purpose field; a pedestrian plaza within the current NW 5th Street right-of-way for events; restrooms and concessions, futsal; shaded playground and fitness area; site lighting, landscaping, and pedestrian trail.

Centennial Park Redevelopment with the City of Margate. Chen Moore and Associates is providing design, permitting, and construction administration for the redevelopment of Centennial Park. The facility is owned and operated by the City of Margate. The redesign is funded by the general obligation parks bond approved in 2018. The project provides significant changes to the existing park through the addition of a walking trail; tennis, pickleball, and basketball courts; new shaded playground; restrooms; splash pad; pavilion, fitness area, landscaping; site lighting; and expanded parking.



Chen Moore and Associates

J. Amber Mathis, PLA
Senior Landscape Architect

Hire Date: 07/18/2022

Years with other firms: 3

Education

Bachelor of Science,
Landscape Architecture,
University of Connecticut,
2013

Registration

Registered Landscape
Architect, Florida,
LA6667553, 2021

Professional Affiliations

American Society of
Landscape Architects

American Society of
Landscape Architects

International Society of
Arboriculture

Ms. Mathis is a Senior Landscape Architect for CMA's landscape architecture team. Her previous experience includes serving as the City Horticulturist for the City of Gainesville where she developed and implemented the City's tree planting programs; coordinated the installation and maintenance of young trees on City property; supervised assigned employees; inspected tree removal permits; assisted in shade tree inspections for new development; assisted with Code Enforcement inquiries regarding tree regulations; coordinated with the CRA and the Public Works Department on capital improvement projects to include design, development and inspection; and wrote, coordinated and oversaw professional service contracts. She also served as the director of Horticulture for the Norton Museum of Art where she oversaw the execution, managed, and maintained the museum's public garden.

Project Experience

Currie Park Phase II, West Palm Beach, FL: CMA is currently planning Phase II activities which will include Design, Construction Documentation, Permitting, and Construction Administration. This scope of services is predicated on the approved Currie Park Master Plan developed by the CMA team and approved by the Community Redevelopment Agency Board and City Commission. The Design Program maintains the existing MLK Memorial and Boat Ramp facilities and adds new facilities such as Fitness Area and Sports Courts, waterfront promenade, living shoreline, native gardens, multipurpose lawn for cultural and special events, café/kiosk, restrooms, small watercraft launching area, and destination playground.

Palm Beach County Wake Park Complex - Lake Okechee Water Park. CMA was the prime consultant providing civil engineering and landscape architecture services for the proposed Wake Board Cable Complex at Okechee Park in West Palm Beach, Florida. This project is the first of its kind in Palm Beach County. The project included on-site parking, pedestrian and bicycle circulation, modular buildings, and land side amenities to support the park complex such as an Intermediate and Expert Cable Ski Track, Aqua Fun Park Area, Pro-shop, Concession Stand, and Support Facilities. The site plan included on grade parking and a one-story building requiring landscape buffers and treatment. The project required on site stormwater management and water and sewer service to the building.

Jefferson Street Dune Restoration, Hollywood, FL. CMA provided landscape architecture services for the restoration of the dune system accessed from Jefferson Street in Hollywood. CMA was responsible for performing a field inventory of existing vegetation on the dune; performing an erosion Control and Vegetation Disposition Plan; creating a proposed planting plan and details; and permitting through the Florida Department of Environmental Protection. CMA also provided construction administration.



Chen Moore and Associates

Lincoln Road District Improvements, Miami Beach, FL. James Corner Field Operations. Miami Beach FL. CMA assisted James Corner Field Operations with the design, permitting, and construction administration for phase I of the Lincoln Road District project in the City of Miami Beach. Phase I encompassed improvements along the Lincoln Road pedestrian mall from Lenox Avenue to Washington Avenue, including connections from Lincoln Road to 17th Street along Drexel, Pennsylvania and Meridian, improvements to 17th Street from Pennsylvania to Washington Avenues and to Drexel Avenue from Lincoln Road to 17th Street and an add-alternate for closure to traffic and pedestrianization of this portion of Drexel Avenue (with modifications to Drexel Ave., south of Lincoln Road pedestrian mall towards 16th Street as necessary to address any altered traffic patterns due to the pedestrianization of Drexel Avenue). CMA assisted with schematic design, design development, and final construction documents.

Flamingo Gardens Civil & Landscape Architecture Services, Davie, FL: CMA, as a subconsultant to CPZ Architects, and is assisting with the new Flamingo Gardens Welcome Center. The proposed program for the project includes the following:

- New 10,000 SF building for ticket sales, greeting, offices, kitchen and multi-purpose space
- Parking to serve building

CMA is performing civil engineering conceptual design assistance which includes utility investigation, as-built review, regulatory agency investigation, preliminary utility calculations, and review of CPZ's Conceptual Plan. CMA is also performing landscape architecture conceptual design assistance which includes regulatory agency investigation, preliminary tree mitigation calculations, input for conceptual plan and review of CPZ's conceptual plan.

Aviation Blvd Roadway & Hardscape Improvements, Marathon, FL. CMA prepared roadway and hardscape plans for over two miles of Aviation Boulevard including a segment of 107th Street which is adjacent to the regional airport in the City of Marathon. The project considered the shift of the existing roadway centerline to accommodate a shared 8' shared path that includes specialty lighting, hardscape elements including benches, pavers and landscaping at various areas along the road. Traffic calming elements including speed humps were implemented. The project also included geometric modifications to the roadway along with considerations for existing utilities and stormwater. In addition, the project ties the existing path along Overseas Highway on the north and south side of the airport. The project is a FDOT LAP funded project and CMA's services included schematic, conceptual and final roadway design and government permitting as well as hardscape and landscape architecture design.

Brightline Florida Fort Lauderdale Parking Garage. CMA provided civil engineering and landscape architecture services for the parking garage adjacent to the Brightline station in Fort Lauderdale, Florida. The site of the 614 parking space six story parking garage is adjacent to future transit oriented development and the Fort Lauderdale Brightline Station. The civil engineering services CMA was responsible for include utility coordination and schematic design, preliminary and final engineering, government permitting, bidding assistance and construction services. The landscape architecture work CMA was responsible for includes plans for tree disposition, landscape, and irrigation; and construction administration.

Vida at The Point, Aventura, FL. Vida at the Point is a luxury waterfront townhome development in Aventura, including six (6) proposed townhomes, with parking, landscape, and hardscape areas on 0.62 acres. CMA provided civil engineering and landscape architecture for the project. The project included design for water and sewer main extensions and stormwater design with a hydrodynamic vortex separator. CMA conducted permitting with the City of Aventura, Miami-Dade Water and Sewer Department, RER-DERM, and Miami-Dade County Department of Transportation and Public Works.



Chen Moore and Associates

Brittany Bourgault
Landscape Designer

Hire Date: 10/16/2019

Years with other firms: 12

Education

Bachelor of Science,
Landscape Architecture,
University of Florida, 2009
Associate of Arts, General
Studies, Santa Fe
Community College, 2005

Professional Affiliations

American Society of
Landscape Architects

Ms. Bourgault is a Landscape Designer for CMA's landscape architecture team. Her professional experience includes working closely with different municipalities throughout Florida, conducting code research and analysis while implementing code compliant site plan, masterplans, and landscape designs. She is proficient in Florida's plant palette, local environmental conditions, and site-specific microclimates used to prepare aesthetic and functioning landscape designs. She is also experienced with creative design solutions/Cure Plans for landowners working with FDOT through right-of-way takings/eminent domain proceedings. Ms. Bourgault is well versed in the use of low-impact development techniques specifically applied to site planning, and has extensive experience with parks and recreation facilities throughout Florida for public and private sector clients, providing design, permitting, and construction observation services for many types of improvements, including commercial developments; site amenities; streetscapes; athletic fields; pedestrian, bicycle, and equestrian trails; site amenities; playgrounds; boating and aquatic facilities; themed wayfinding; amphitheaters; MUPDs and PUDs; landscape; hardscape; and irrigation.

Project Experience

Doral White Course Park for City of Doral. CMA is providing architecture and engineering services and related disciplines for the City of Doral, Florida. CMA will prepare full design documents, permitting, bid support and construction administration support services for a new 2.7ac. (approximate) park on the north side of NW 41st Street and approximately at the theoretical NW 84th Avenue, within the Downtown Doral South development. The park will include a shaded playground, a flexible event plaza, outdoor fitness stations, an off-leash fenced dog area, multi-purpose greenspace, a restroom building with IT closet, rain gardens picnic shelters, space for public art, walkways and lighting. CMA's scope of services includes Design Development, Construction Documents, Bidding and Permitting, and Construction Administration.

Centennial Park Redevelopment with the City of Margate. Chen Moore and Associates is providing design, permitting, and construction administration for the redevelopment of Centennial Park. The facility is owned and operated by the City of Margate. The redesign is funded by the general obligation parks bond approved in 2018. The project provides significant changes to the existing park through the addition of a walking trail; tennis, pickleball, and basketball courts; new shaded playground; restrooms; splash pad; pavilion, fitness area, landscaping; site lighting; and expanded parking.

Oriole Park Redevelopment with the City of Margate. Chen Moore and Associates is providing design, permitting, and construction administration for the redevelopment of Oriole Park located at 7055 N.W. 1st Street, Margate, FL 33063. The facility is owned and operated by the City of Margate. The redesign is funded by the general obligation parks bond approved in 2018. The project converts a single use baseball park into a neighborhood park with two sports fields, one multi-purpose field and open space, playgrounds, splash pad, fitness area, walking trail, security fencing, landscaping and site lighting.



Chen Moore and Associates

Bay of Pigs Memorial Park Site Improvements, Miami, FL. CMA provided professional engineering and landscape architecture services for the design, permitting and construction services for site improvements at the Bay of Pigs Memorial Park. This City of Miami Office of Capital Improvements project included the expansion of the existing playground, new pedestrian walking paths, accessible fitness equipment, seating areas, site lighting, and a monument plaza. CMA's civil engineering and landscape architecture team partnered with surveying, structural engineering, and electrical engineering subconsultants to design this project in the heart of the Flagami neighborhood. The project evolved to also include Right-of-Way improvements which proposed new curb and gutters, roadway drainage system, parallel parking spaces, and sidewalks. The project now serves as a revitalized meeting place for the adjacent residents.

Sunset Point and Veterans Park Renovation Project, Tamarac, FL. This project includes a replacement 720 SF ADA compliant restroom facility, as well as additional parking and parking lot renovations, drainage infrastructure, ADA sidewalks, along with associated landscape and irrigation improvements. Sunset Point Park, approximately 9 acres in size, is located in the City of Tamarac, Florida, just east of the Sawgrass Expressway. The park includes such amenities as a multipurpose trail with exercise stations, picnic shelters with grills, wetlands nature study kiosk, an ADA playground with shade cover, a small amphitheater, and restroom facilities. As a subconsultant to CP2 Architects, CMA prepared the civil engineering plans, landscape/irrigation plans, as well as site planning for this project, which included obtaining jurisdictional permitting and DRC approval.

Commodore Trail Master Plan & Improvements, Miami, FL. CMA is preparing a framework and design guidelines plan for the Commodore Trail corridor. This framework document is necessary to develop the Commodore Trail design identified within the City of Miami Parks and Open Space Master Plan and Miami-Dade County Transportation Planning Organization Bicycle Project Feasibility Evaluation. The project assignment is to work with city staff, community representatives and stakeholders to develop a master plan creating a cohesive trail along the corridor consisting of a protected bikeway, pedestrian walkway, street trees, landscaping, street furnishings, lighting, wayfinding, artistic features, and other corridor enhancements. The framework and design plan will encompass 3.61 miles of the trail's 5.03 miles of publicly owned right-of-way beginning in the south at Cocoplum Circle and terminating at South Miami Avenue.

1630 NW 5th Street – Park Vision Plans, Miami, FL. CMA developed initial layouts and cost estimates for the design of a park on City owned land and a parcel currently in acquisition in Commission District 3. The project is situated immediately to the west of Marlins Park. The concept extends the stadium's entry plaza through the park creating a pedestrian connection to NW 17th Avenue. The concept incorporates a 300-foot regulation baseball field; multi-purpose field; a pedestrian plaza within the current NW 5th Street right-of-way for events; restrooms and concessions, futsal; shaded playground and fitness area; site lighting, landscaping, and pedestrian trail.

Currie Park – Phase I Visioning Plan, West Palm Beach, FL. CMA is the prime consultant leading the redevelopment of Currie Park for the City of West Palm Beach. The project aims to enhance a public asset to provide a substantial public benefit increasing the health, welfare and economic vitality of the community. The 13.6 acre waterfront park currently consists of public open space including boat ramps with trailer parking, tennis courts, fishing pier, playground, a landmark memorial to commemorate the late Dr. Martin Luther King Jr., covered pavilions and restroom facilities. The Project is broken into two phases. CMA led the development Phase I which included Information Gathering, Public Engagement, and Visioning for the Project. In addition to Visioning, our team conducted a marina market analysis, developed a maintenance and operations plan, and identified public/private partnerships and other means of financing the construction and operation of Currie Park as part of Phase I services. The CMA team identified and assisted the City/CRA in applying for a \$20.3 million Building Resiliency Grant offered through the Florida Department of Economic Opportunity. The project was awarded \$16.74 million of the grant request. The Vision Plan was approved by the CRA Board and Commission on June 1, 2021.

Yan Chen
Landscape Designer

Hire Date: 01/22/2018
Years with other firms: 0

Education

Master of Science,
Landscape Architecture,
University of Florida, 2017
Bachelor of Arts, Urban
Design, South Agriculture
University in Guangzhou,
China, 0

Professional Affiliations

American Society of
Landscape Architects

Ms. Chen is a Landscape Designer with CMA's landscape architecture team. She provides design and production support to the team responsible for producing plan and section renderings and graphics, realistic 3D renderings and fly-through videos. Ms. Chen is proficient in Florida's plant palette, local environmental conditions, and site-specific microclimates used to prepare aesthetic and functioning landscape designs. She is well versed in the use of low-impact development techniques specifically applied to site planning, and has experience with parks and recreation facilities throughout Florida for public and private sector clients, providing design, permitting, and construction observation services for many types of improvements, including athletic fields; pedestrian, bicycle, and equestrian trails; site amenities; playgrounds; boating and aquatic facilities; themed wayfinding; amphitheatres; landscape; hardscape; and irrigation; and illustrative graphic for many types of FDOT transportation projects, including roadway, interchange, and roundabout landscaping projects. Ms. Chen specializes in Land F/X; Adobe (Photoshop, Illustrator, InDesign); Google SketchUp; Lumion; ArcMap; and GEOPAK V8i.

Project Experience

The Galt Mile - Streetscape Concepts, Fort Lauderdale, FL. The purpose of this project is to develop a conceptual design and opinion of probable cost to upgrade and beautify the Galt Mile corridor, emphasizing traffic calming and bicyclist and pedestrian improvements. The scope is based on public engagement and concepts performed and developed by the City of Fort Lauderdale. The proposed upgrades include milling & resurfacing of roadway; re-striping; bike lanes; sidewalk widening; relocation of existing trees; replacement/addition of landscape material; new streetlight fixtures; decorative paver hardscape incorporated into sidewalks, unloading areas, & crosswalks; raised crosswalks and/or raised intersections; and landscape lighting.

New Park, 2200 SW 9th Ave and 910 SW 22nd Rd, Miami, FL. CMA is providing professional landscape architecture and civil engineering services for the development of concept plans for a new park proposed at 2200 SW 9th Avenue and 910 SW 22nd Road, Miami, FL in the Roads neighborhood. The scope of work includes data collection, site analysis and code research, stakeholder engagement (in Spanish and English), conceptual design and opinion of probable cost. This project is funded by the Miami Forever Obligation Bond. The project is currently in permitting.

West End Park Pool Enhancements - Park Concept Studies, Miami, FL. CMA was engaged by the City of Miami Office of Capital Improvements to provide professional landscape architecture services. CMA developed concept studies to re-envision the existing West End Park. The scope of work included data collection, site analysis and code research, stakeholder engagement (in Spanish and English), site studies, and opinion of probable cost. The parks program includes exercise trail, aquatic facilities, splash pad, plaza space, fitness trail, tennis, basketball, and baseball facilities. The project was funded by the Miami Forever Obligation Bond.



Chen Moore and Associates

City Park Master Plan - Splash Pad - Continuing Professional Services Contract. The City's Collins Central (City) Park consists of +/- 19.7 acres including several existing parks and municipal facilities. Those facilities include a community center, public works operations center and Fire Station No. 9. As part of the master planning effort led by Zyscovich Architects, the public works facility and the fire station shall be relocated in a site reconfiguration within the southern half of the site (+/- 9 acres). The master planning effort shall include a splash pad and other site amenities to promote pedestrian and overall park connectivity.

The City of Oakland Park has asked for a proposal to prepare three (3) concepts for the splash pad component of the project. The concepts will be presented to municipal officials, the master planning team and the public for input. Upon receiving input, the CMA team shall provide civil engineering and landscape architecture services to prepare final plans and specifications for the splash pad, noting that the exact location will shift based on the development of the master plan efforts for City Park.

Currie Park – Phase I Visioning Plan, West Palm Beach, FL. CMA is the prime consultant leading the redevelopment of Currie Park for the City of West Palm Beach. The project aims to enhance a public asset to provide a substantial public benefit increasing the health, welfare and economic vitality of the community. The 13.6 acre waterfront park currently consists of public open space including boat ramps with trailer parking, tennis courts, fishing pier, playground, a landmark memorial to commemorate the late Dr. Martin Luther King Jr., covered pavilions and restroom facilities. The Project is broken into two phases. CMA led the development Phase I which included Information Gathering, Public Engagement, and Visioning for the Project. In addition to Visioning, our team conducted a marina market analysis, developed a maintenance and operations plan, and identified public/private partnerships and other means of financing the construction and operation of Currie Park as part of Phase I services. The CMA team identified and assisted the City/CRA in applying for a \$20.3 million Building Resiliency Grant offered through the Florida Department of Economic Opportunity. The project was awarded \$16.74 million of the grant request. The Vision Plan was approved by the CRA Board and Commission on June 1, 2021.

Miami Dade County PROS - Area 226 Park - Multiple Playgrounds .CMA is providing master planning, construction documents, permitting, and construction administration services for five (5) nature themed playgrounds for Miami Dade County Parks, Recreation and Open Space (MDC PROS). The projects are distributed throughout the County and include Highland Oaks Park, Glenwood Park, Area 226, The Women's Park and Oak Grove Park.

Gaines Park - Community and Tennis Center, West Palm Beach, FL. The project scope assumes total renovation of the community center including the demolition and reconstruction of significant portions of the current building, as well as the design of a new tennis center incorporating six (6) tennis courts and four (4) to six (6) pickle ball courts. CMA's scope of work includes preparation of the project site plan; civil design; utilities design and permitting; landscape design; and supporting permitting and construction administration services. CMA assumes the project will require new utility connections to the buildings, pedestrian connection adjustments, resurfacing and restriping of the existing parking areas; hardscape, landscape, wayfinding, and irrigation improvements; and modification of the stormwater infrastructure.

Essex Park Observation Platform, Village of Wellington, FL. Essex Park Improvement Project is a Village of Wellington public recreational improvement project performed under the FDEP Land and Water Conservation Fund Program which provides matching funds for qualifying projects in support of development of land for public recreational purposes. Chen Moore is providing services in support of this grant funding including design of a new waterfront dock, landscaping improvements and renovations to the park facilities. The dock will provide ADA compliant access to an observation platform extending into and along the waterfront of the park. Additional landscaping, lighting, water fountain, picnic area and renovations to the playground areas are also being designed as part of this park renovation.



Patrick Kaimrajh, P.E.
Director of Land Development

Hire Date: 10/03/2011

Years with other firms: 3

Education

Bachelor of Science, Civil
Engineering, University of
Miami, 2010

Registration

Professional Engineer,
Florida, 78535, 2015

Professional Affiliations

American Society of Civil
Engineers
American Water Works
Association
Florida Engineering
Leadership Institute
Florida Engineering Society
University of Miami Civil
Engineering Industry
Advisory Board
Urban Land Institute

Awards

2017-2018 Miami-Dade ASCE
Engineer of the Year

Mr. Kaimrajh serves as the Director of Land Development/Principal Engineer for CMA and specializes in leading and managing civil engineering design, permitting, and construction oversight. Patrick has worked for a variety of public sector clients at the City, County and State level, as well as private development clients in commercial, hospitality, healthcare, industrial, mixed-use, and residential market sectors. Land development involves numerous engineering specialties to transform a plot of land to a built environment. Patrick has the expertise needed to complete complex land development projects. His experience includes preparation of final design packages including paving, grading, drainage collection systems with controlled outfalls and injection wells in coastal areas, water distribution systems, wastewater collection systems and lift stations, pavement marking and signage, traffic control and phasing, and erosion and sediment control plans.

Project Experience

Carter Woodson Park Improvements Concept, Oakland Park, FL. CMA is preparing conceptual plans for Carter Woodson Park Improvement, located at 3490 NE 3rd Avenue, Oakland Park, FL. The improvements consists of Parking spaces, A community Garden, Renovated basketball court and Proposed rubberized surface for the existing playground.

Brightline Ft. Lauderdale Station. This project involved the design, permitting, and construction administration services for the Brightline Ft. Lauderdale Station. The project is located in Downtown Ft. Lauderdale, between W. Broward Blvd., NW 4th Street, the Florida East Coast Railroad, and NW 4th Avenue. This project is one Inline Station for the overall Brightline Rail Project, which proposes passenger rail service from Miami to Orlando. CMA provided utility coordination services, site plan coordination, and the design of paving, grading, drainage, water and sewer mains and services, and pavement markings and signage. The utility systems included exfiltration trenches, drainage wells, water main relocation, and sewer main replacement. In addition CMA permitted with multiple agencies, including Broward County Environmental Licensing and Building Permitting, Broward County Health Department, the City of Ft. Lauderdale Public Works Department, Florida Department of Environmental Protection, and South Florida Water Management District.

Brightline West Palm Beach Station. This project involved the design, permitting, and construction administration services for the Brightline West Palm Beach Station. The project is located in Downtown West Palm Beach, between Evernia Street, Clematis Street, the Florida East Coast Railroad, and Rosemary Avenue. This project is one Inline Station for the overall Brightline Rail Project, which proposes passenger rail service from Miami to Orlando. The project consisted of a 121 space temporary parking lot; 420 linear foot of new two-lane roadway with vehicle drop-off zones and sidewalk; a 860-ft long high level train platform; and a three-level, 29,300 gsf station lobby, mezzanine and concourse areas. The total project area is approximately 5.60



Chen Moore and Associates

acres. CMA provided utility coordination services; site plan coordination; and the design of paving, grading, drainage, water and sewer mains and services, and pavement markings and signage. The utility systems includes exfiltration trenches, and water main and sewer main upgrades and relocations. In addition CMA provided permitting services with multiple agencies, including Palm Beach County Health Department, the City of West Palm Beach Engineering Services Department, and South Florida Water Management District.

Centennial Park Redevelopment, Margate, FL. CMA is providing design, permitting, and construction administration for the redevelopment of Centennial Park. The facility is owned and operated by the City of Margate. The redesign is funded by the general obligation parks bond approved in 2018. The project provides significant changes to the existing park through the addition of a walking trail; tennis, pickleball, and basketball courts; new shaded playground; restrooms; splash pad; pavilion, fitness area, landscaping; site lighting; and expanded parking.

City Park Master Plan - Splash Pad, Oakland Park, FL. The City's Collins Central (City) Park consists of +/- 19.7 acres including several existing parks and municipal facilities. Those facilities include a community center, public works operations center and Fire Station No. 9. As part of the master planning effort led by Zyscovich Architects, the public works facility and the fire station shall be relocated in a site reconfiguration within the southern half of the site (+/- 9 acres). The master planning effort shall include a splash pad and other site amenities to promote pedestrian and overall park connectivity. The City of Oakland Park has asked for a proposal to prepare three (3) concepts for the splash pad component of the project. The concepts will be presented to municipal officials, the master planning team and the public for input. Upon receiving input, the CMA team shall provide civil engineering and landscape architecture services to prepare final plans and specifications for the splash pad, noting that the exact location will shift based on the development of the master plan efforts for City Park.

City of Cooper City Soccer Park. CMA designed and permitted the earthwork and master drainage system for the proposed Cooper City Soccer Park. The task included planning for the ultimate buildout of the site by the City and included permitting through the Central Broward Water Control District and the South Florida Water Management District including addressing on-site proposed wetland mitigation and expanding two adjacent CBWCD canals adjacent to the site. Scope included bidding assistance, construction administration and close out.

City of Miami Beach North Beach Master Plan. As a subconsultant to Dover Kohl and Associates, CMA was tasked with preparing the parking component of the district-wide master plan for the City of Miami Beach. CMA and the master plan team met with residents, City officials, local business owners and other stakeholders to determine the state of the existing parking throughout the North Beach District. A week long charrette and several public meetings were also held to gauge the parking and transportation needs. CMA prepared the portion of the master plan which outlined existing parking locations and inventory, identified potential parking solutions and recommended both short-term and long-term remedies for the district, in concert with the overall master plan.

North Shore Bandshell Park Improvements. This project consisted of proposed improvements to the existing Bandshell Park located east of Collins Avenue between 72nd and 73rd Streets within the City of Miami Beach. The project included a new walkway connecting the park to the beachwalk at 72nd Street; the widening of the south sidewalk at 73rd Street which will require either the removal or reconfiguration of on-street parking; the demolition of the bus shelter; landscaping, outdoor accent and security lighting; reconfiguration and/or addition of walkways; installation of an electronic marquee; installation of the "Beatles Mandala", a mosaic tile artwork; and new urban elements such as drinking fountains, trash containers and bike racks. CMA provided services including civil engineering, landscape architecture and irrigation design work that includes conceptual drawings for the 72nd Street walkway and 73rd Street sidewalk; design development/final design submittals; estimates of probable construction cost; government permitting (including Miami Beach, PERA – formerly DERM, FDOT, FDEP, and Fish & Wildlife); bidding assistance; and construction administration services.



CARLOS F. PEREZ, PLA

Project Manager + Parks Planner/Designer

EDUCATION

Master in City and Regional Planning, Specialization in Transportation
Georgia Institute of Technology, 2015

Master of Science in Urban Design
Georgia Institute of Technology, 2015

Bachelor of Science in Landscape Architecture
University of Florida, 2004

PROFESSIONAL REGISTRATIONS

Landscape Architect, Florida #6666902
Landscape Architect, Georgia #001824

YEARS OF EXPERIENCE WITH FIRM

9 years

AWARDS + RECOGNITIONS

University of Florida College of Design, Construction, and Planning - Landscape Architecture Advisory Council, 2016 - 2018

Atlanta Regional Commission Global Advisory Panel, 2017

District of Columbia Parks and Recreation Master Plan
Award of Excellence, National Capital Area Chapter of the American Planning Association, 2014

2014 University of Florida Young Outstanding Alumni - College of Design, Construction and Planning

Urban Land Institute Center for Leadership Class of 2014

1st Place - Green Mobility Challenge, Texas Department of Transportation + Central Texas Regional Mobility Authority, 2011

City of Homestead Parks and Recreation System Master Plan
Annual Design Award of Merit, ASLA Florida Chapter, 2005

PRESENTATIONS

Leveraging the Power of Parks, Georgia Recreation and Parks Association Conference, Jekyll Island, GA 2018

Planning + Designing for a Premier Parks System, Georgia Recreation and Parks Association Conference, Jekyll Island, GA 2018

Transforming Infrastructure from Grey to Green: The PATH400 Trail + Greenspace System Case Study, American Planning Association National Conference, Atlanta, GA 2014

Retrofitting Suburbia for Sustainability: The Buckhead Greenspace Plan, National Recreation and Parks Association Conference, Atlanta, GA 2011

The Future City Park System (Co-Keynote Speaker)
Park Pride Annual Conference, Atlanta, GA 2011

PROFESSIONAL HISTORY

Barth Associates, LLC/ Perez Planning + Design, LLC
(2014 - Present)

AECOM/Glatting Jackson | Building + Places
Senior Associate | Parks + Open Space System Planning and Design Practice Co-Leader (2009 - 2014)

Glatting Jackson Kercher Anglin, Inc.
Associate | Landscape Architect (2009-2014)

PROFESSIONAL AFFILIATIONS

American Planning Association

National Recreation and Parks Association

Urban Land Institute - Associate Member

Park Pride - Board Member + Vice President

Young Professionals in Transportation - Founding Board Member



Carlos Perez is a planner, urban designer, and landscape architect that specializes in parks planning and design. His academic training and professional specialization in parks planning and design, active transportation planning and design, urban design, and landscape architecture provide for a unique view and keen understanding of the important, multifaceted role that parks and the public realm play in creating livable communities.

Carlos has worked with over 65 communities throughout the United States on parks planning and design projects including Washington, D.C.; Seattle, WA; San Diego, CA; Buckhead (Atlanta); Norfolk, VA; Sarasota County, FL; and Miami-Dade County, FL. He is also a recent past Board Member and Vice President of Park Pride, one of the nation's leading local park advocacy organizations based in Atlanta, GA.

Carlos also enjoys speaking and lecturing regularly on the Power of Parks to enhance communities. In 2021, Carlos served as Staff for the NRPA 10-Minute Walk Campaign and also completed a series of Webinars regarding Equity in Park Planning for ULI, NRPA, and TPL.

PROFESSIONAL EXPERIENCE

SELECT PARKS PLANNING + DESIGN PROJECTS

Village of North Palm Beach Parks and Recreation Needs Assessment

North Palm Beach, FL | 2021
Role: Parks Planner

Chastin Park Master Plan

Atlanta, GA, | On-going
Role: Park Planner + Designer

Park Master Plans for City of South Fulton's 14 Parks

City of South Fulton, GA | On-going
Role: Project Manager | Parks Planner + Designer

Nassua County Claxton Boat Ramp Park Master

Nassua County, FL | On-going
Role: Project Manager | Park Planner + Designer

Nassua County Blackrock Community Park Park Master

Nassua County, FL | On-going
Role: Project Manger | Park Planner + Designer

St. Johns County Four Regional Park Master Plans

St. Johns County, FL | On-going
Role: Park Planner + Designer

Nassua County Five Regional Park Master Plans

Nassua County, FL | 2022
Role: Project Manger | Park Planner + Designer

Brunswick Community Park Conceptual Park Plan

Brunswick County, NC | 2021
Role: Project Manager + Parks Planner

City of Port St. Lucie O.L. Peacock Lake Park Master Plan

Port St. Lucie, FL | 2020
Role: Park Planner + Designer

Morgan Falls Riverfront Regional Park Conceptual Vision

Sandy Springs, GA | 2020
Role: Project Manager + Parks Planner/Designer

Roswell Road Riverfront Park Conceptual Vision

Sandy Springs, GA | 2020
Role: Project Manager + Parks Planner/Designer

Crooked Creek Conservation Park Conceptual Vision

Sandy Springs, GA | 2020
Role: Project Manager + Parks Planner/Designer

Tolleson Park Conceptual Park Plan

Smyrna, GA | 2018
Role: Project Manager + Parks Planner/Designer

Centennial Olympic Park Re-Visioned

Atlanta, GA | 2017/2015
Role: Project Manager + Parks Planner

Buckhead Park Over GA400 Conceptual Design Study

Atlanta, GA | 2017
Role: Parks Planner

Mountain Way Common Park Master Plan

Atlanta, GA | 2017
Role: Project Manager + Parks Planner/Designer

Old Ivy Park Master Plan

Atlanta, GA | 2015
Role: Project Manager + Parks Planner/Designer

Arlington Community Park Plan

Sarasota, FL | 2015
Role: Project Manager + Parks Planner/Designer

Sarasota County Sports Complex Conceptual Park Plan

Sarasota, FL | 2015
Role: Project Manager + Parks Planner/Designer

Cobb Park Conceptual Park Plan

Washington D.C. | 2014
Role: Project Manager + Parks Planner/Designer

Kenilworth Parkside Community Park Plan

Washington D.C. | 2014
Role: Project Manager + Parks Planner/Designer

St. Lucie County Parks Master Plan

St. Lucie County, FL | 2020
Role: Parks Planner

Nassau County Parks Master Plan

Nassau County, FL | 2020
Role: Parks Planner

Village of Estero Parks and Recreation Master Plan

Estero, FL | 2020
Role: Project Manager + Urban Designer

City of Port St. Lucie Parks and Recreation Master Plan

Port St. Lucie, FL | 2019
Role: Project Manager + Urban Designer

City of Sarasota Parks and Recreation Master Plan

Sarasota, FL | 2018
Role: Project Manager + Urban Designer

City of Smyrna Parks and Recreation Master Plan

Smyrna, GA | 2018
Role: Project Manager + Urban Designer

Town of Pittsboro Public Realm, Parks and Recreation Master Plan

Pittsboro, NC | 2018
Role: Project Manager + Urban Designer

City of Forest Park Neighborhood, Parks, Recreation, and Open Space Master Plan

Forest Park, GA | 2018
Role: Project Manager + Parks Planners

City of Germantown Parks Master Plan

Germantown, TN | 2018
Role: Parks Planners

2016 Gwinnett County Parks and Recreation Capital Improvement Plan

Gwinnett, GA | 2017
Role: Project Manager + Parks Planner

City of Doral Parks Master Plan

Doral, FL | 2017
Role: Parks Planner + Urban Designer

City of Cape Coral Parks and Recreation Master Plan

Cape Coral, FL | 2017
Role: Project Manager + Parks Planner

City of Naples Parks and Recreation Master Plan

Naples, FL | 2016
Role: Project Manager + Parks Planner

City of North Port Parks and Recreation Master Plan

North Port, FL | 2016
Role: Project Manager + Parks Planner

YAN DUAN

Parks Planner + Urban Designer

EDUCATION

University at Buffalo, the State University of New York (SUNY Buffalo) School of Architecture and Planning Master of Urban Planning with Specialization in Urban Design and Physical Planning, 2016

Xi'an University of Technology, Xi'an, P.R., China School of Civil Engineering and Architecture Bachelor of Engineering in Urban Planning, 2013

Summer Program, Harvard University, 2007

YEARS OF EXPERIENCE WITH FIRM

3 year

PROFESSIONAL HISTORY

Barth Associates, LLC/ Perez Planning + Design, LLC | 2019 – Present

Santee-Lynches Regional Council of Governments | 2018 – 2019

City of Buffalo Mayor's Office, New York | 2016 – 2017

Yan Duan is a planner and urban designer with Perez Planning + Design, LLC with over 7

years of experience in planning and community design projects. Yan's expertise is in research, design, and visual communications. She combines these three strengths to develop thoughtful, practical, and innovative parks planning and design solutions.

Yan will work collaboratively with Carlos and will serve as a Parks Planner for the project. She will assist Carlos with qualitative and quantitative research tasks including, preparing exhibits for public virtual or in-person public engagement, GIS mapping, analysis, development of exhibits, park planning and design graphics, and deliverables for the project.

PROFESSIONAL EXPERIENCE

Village of North Palm Beach Parks and Recreation Needs Assessment

North Palm Beach, FL | 2021
Role: Parks Planner

Chastin Park Master Plan

Atlanta, GA, | On-going
Role: Park Planner + Designer

Park Master Plans for City of South Fulton's 14 Parks

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St. Johns County Four Regional Park Master Plans

St. Johns County, FL | On-going
Role: Park Planner + Designer

Nassua County Five Regional Park Master Plans

Nassua County, FL | 2022
Role: Project Manger | Park Planner + Designer

Stephen Boruff, AIA, NCARB
Principal-in-Charge

EDUCATION

Bachelor of Architectural Studies | University of Illinois | 1973
Master of Arts in Architecture | University of Florida | 1976

REGISTRATION

Florida | 1979 | No. AR0007995
National Council of Architectural Registration Boards | 1980 | No. 32530

EXPERIENCE

Stephen acts as the "Owner's Advocate" throughout the projects. In his role as principal-in-charge, he monitors the quality of the design solution and its compatibility with program goals and provides a clear source of accountability for the firm's performance. His understanding of public agencies and their special requirements for timely performance, clear communications and standard procedures has proven to be solid on every assignment.

For the past 30 years, Stephen, has developed specialized experience in servicing public agencies including architectural design, planning, the survey and analysis of existing facilities, determining appropriate locations of future buildings, analyzing current and future space needs, and insuring compliance with the Americans with Disabilities Act. Stephen has extensive experience with the Florida Building Code, NFPA and coordination with local codes and ordinances.



Relevant Experience

Palm Beach County

Parks & Recreation
Department Headquarters

John Prince Park
Golf Learning Center

South County Regional Park
Tennis Center

Town of Palm Beach

Morton and Barbara Mandel
Community Center

City of West Palm Beach

South Olive Park Community
Center/Wet Play Area
Coleman Park Community Center
Waterfront Commons
Phipps Park Improvements

Howard Park Tennis Center
and Press Box

Village of Wellington

Village Park Gymnasium

City of Boynton Beach

Jaycee Park | Park Structures
Congress Avenue Community Park
(Boundless Playground)

Palm Beach State College

Softball Field/Press Box



■ Stephen Boruff, AIA
Architects + Planners, Inc.

Robert J. Curto
Senior Project Manager

EDUCATION

Bachelor of Arts in Architectural Studies | University of Florida | 1990

PROFESSIONAL AFFILIATIONS

The U.S. Green Building Council | South Florida Chapter

EXPERIENCE

Robert is Project Manager on a variety of projects and is involved in all aspects of design, from concept development and schematic design, to the production and quality control of the construction documents. In addition, he serves as a contact for the Owner' Representative as well as performing construction administration duties for the duration of the projects.

Since 1990, Robert has been involved in the programming, space planning, design and development of construction documents for all types of facilities ranging from commercial office space and civic projects, to recreation facilities and community centers. He serves as designer or contributing designer on many of the office's projects.



Relevant Experience

Palm Beach County

Okeetchee Park Improvements

Parks & Recreation

Department Headquarters

John Prince Park

Golf Learning Center

Martin County

Peter & Julie Cummings

Library Addition

Fire Station No. 23

City of West Palm Beach

Waterfront Commons

Grassy Waters Preserve

Visitor's Center

Phipps Park Improvements

Howard Park Tennis Center
and Press Box

Gaines Park Restroom Facilities

Village of Wellington

"K" Park Master Plan

City of Boynton Beach

Jaycee Park | Park Structures

Congress Avenue Community
Park (Boundless Playground)

Boat Club Park Toilet Facilities

City of Kissimmee

Kissimmee Lakefront Park



Ryan A. Ruskay

President

Mr. Ruskay has more than 14 years of extensive experience in the evaluation and management of various state and federal funding programs, obtaining \$110 million dollars in the past nine years. He has worked with a wide range of local governments to find and obtain the funding necessary to make their capital projects a success. His projects consistently place in the top percentages of funding programs on the local, state and federal level. Mr. Ruskay's experience includes obtaining funding for land acquisition, transportation projects, cultural facilities and public safety projects. In addition to assisting local communities throughout the state in obtaining funding for capital projects, Mr. Ruskay and the staff at RMPK Funding have developed Capital Improvement and Strategic Funding Plans for many of their clients.

Beginning his career with the State of Florida, Mr. Ruskay managed such programs as the Florida Recreational Development Assistance Program and the Florida Boating Improvement Program. Besides acting as Project Manager for hundreds of projects across the entire state, he has been actively involved in the evaluation and selection of State and Federal grant applications. This experience, combined with his relationships with many key funding coordinators on the local, state, and federal level, will ensure that the clients of the RMPK Funding have the best opportunity to receive funding.

MUNICIPAL PROJECTS FUNDED

Emergency Facilities Park
Land Acquisition Park
Facilities Recreation Grants
Social Services Stormwater
Improvements Sanitary Sewer
Systems Street & Drainage
Projects State Revolving Fund
Loans Cultural Facilities
Historic Preservation
Hurricane Mitigation Urban
Reforestation Community
Development Block Grants

Activities related to the management of local, state and federal funding programs:

- Florida Recreational Development Assistance Program, Project Manager
- Land and Water Conservation Fund, Program Manager
- Recreational Trails Program, Project Manager
- Florida Boating Improvement Program, Program Manager
- Department of Environmental Protection's Legislative Line Item Program, Project Manager
- Corzo, Castalla, Carballo, Thompson, Salman, P.A., Coral Gables, Florida, Funding Director

Ryan A. Ruskay

President

Activities related to the evaluation of local, state and federal funding programs:

- 1998 - 1999 National Recreation Trails Program Council Member - Evaluated NRTPC applications and prioritized projects for funding. Funding originated from the federal government and was administered by the State.
- 1999 - 2001 FRDAP Evaluation Team Member - Participated in the evaluation of FRDAP applications. The Team determined scores for each project which resulted in a priority list that was presented to the Florida Legislature.
- Development of Capital Improvement Plans for the City of Oviedo, Town of Hypoluxo and the City of Key Colony Beach
- Development of Strategic Funding Plans for the Town of Bay Harbor Islands, Town of Jupiter, New Smyrna Beach CRA, City of Cocoa Beach CRA and City of Doral, City of Lenexa, Buckhead Greenspace Action Plan

Featured Speaker - Lectures on planning and obtaining funds for capital projects:

- Florida Finance Officers Association
- Florida Recreation and Parks
- Association Florida League of Cities
- Florida Institute of Park Personnel
- Florida Engineering Society

EDUCATION

Bachelor of Science, Political Science
Florida State University

RMPK Funding
1016 Clemons Street, Suite 406, Jupiter, FL 33477
(561) 745-2401 • Fax (561) 746-3380 • rruskay@rmpkfunding.com



TAB D: Project Approach

TAB D

Bid No. 2023-02-Leisure-Services/ZMS
Master Planning – Osborne Park and
Community Center



D. Project Approach

1. CMA'S APPROACH TO DEVELOP A MASTER PLAN FOR OSBORNE PARK AND THE COMMUNITY CENTER

Osborne Park and the Community Center should engage and connect the community and reflect its current values and needs. Our aspiration as designers promotes context sensitive parks establishing a genuine connection with their neighborhoods. We view parks as public infrastructure that should generate greater sustainability and resiliency benefits for the communities beyond the boundaries of the park – economically, socially, environmentally, and aesthetically. During recent COVID years, our society has gained a greater understanding of the need for quality urban parks providing access to the outdoors and recreation opportunities. Parks are critical to human physical and mental health.

We have visited Osborne Park and Community Center and observed that the park currently contains multiple amenities such as sports fields, picnic areas, and a performance stage. We understand that the community wishes to study which uses should be continued and which amenities should be updated meet the community's current and future needs. Holding an in depth conversation and including the public in decisions made in developing the master plan will be the key to a successful project.

Our proposed process is as follows:

Task 1 – Information Gathering/Existing Conditions Analysis

During Task 1, the CMA team will focus on learning the conditions of the site, the current thoughts for park redevelopment from the Village, and coordinating to begin discussions with the public.

- 1.1 CMA will hold a kick-off meeting with the design team, the Village's Director of Parks and Recreation, and additional Village staff as needed to establish priorities and develop an implementation framework for the master plan. During the kick-off meeting, the team will establish a communication protocol for the duration of the project. CMA recommends meeting at regular intervals to review progress and answer questions. At a minimum, the CMA team and the Village should meet monthly.
- 1.2. CMA will review existing documentation as identified in the project RFQ for the project site to include survey, property title, existing environmental reports, and research existing utilities, stormwater permits and additional information as provided by the Village.
- 1.3. CMA will review North Palm Beach Land Development Code to understand the regulatory framework in which we must develop the master plan.
- 1.4. CMA will perform a site visit to examine the condition of the site including existing facilities, infrastructure, vegetation, natural features, structures, water features, etc.
- 1.5. CMA will observe the park in use and review available programs to analyze user patterns at the site.
- 1.6. CMA will prepare base plans for use in developing design solutions based on the information provided by the Village in 1.2.
- 1.7. The CMA team will prepare exhibits explaining site opportunities and constraints based on findings to review with Village Staff and present multiple approaches (workshops, intercept interviews, online surveys, etc.) for performing public engagement and receiving feedback from the public.



Deliverables will include meeting minutes and a summary memorandum with exhibits depicting the analysis of the existing conditions and the memorialization of the selected public engagement strategy.

Task 2 – Preliminary Master Plan

In Task 2, the CMA team will focus on meeting with the public to understand the needs to be addressed through the master plan process and develop a preliminary master plan..

- 2.1 CMA will present information gathered in Task 1 to the public to begin an open discussion on the needs to be addressed at Osborne Park. The public meeting would preferably take place in person at the project site. CMA can also develop a website or hold follow-up online meetings with the public to receive as much information as possible, if requested.
- 2.2 CMA will research Case Studies/Examples of similar projects as precedent for design.
- 2.3 CMA will prepare up to two (2) initial concepts to review with the Village based on public input and select one to refine into the Preliminary Master Plan.
- 2.4 CMA will develop the Preliminary Master Plan with supporting diagrams, photos, elevation, and perspective renderings for presentation to the public. The Preliminary Master Plan shall include site circulation; conceptual amenities and site elements; landscape, hardscape, wayfinding strategies; preliminary utilities and stormwater for pricing.
- 2.5 Consultant shall prepare an initial Opinion of Probable Cost to review with the Village.



Deliverables will include meeting minutes and a summary memorandum of public engagement findings; Draft Master Plan; and an Opinion of Probable Cost.

Task 3 – Final Master Plan

In Task 3, the CMA team will present the Preliminary Master Plan to the public and develop the Final Master Plan based on public input and Village comments.

- 3.1 CMA will present the Preliminary Master Plan to the public in a forum to be determined with Village staff.
- 3.2 CMA will develop the Final Master Plan with supporting diagrams, photos, elevation, and perspective renderings. Consultant shall incorporate changes based on the second phase of public engagement in Task 3.
- 3.3 CMA will prepare the Final Opinion of Probable Cost to review with the Village. The documents will be reviewed by RMPK Funding to identify potential funding sources for the project.
- 3.4 CMA will prepare the Final Master Plan document including existing conditions analysis, public engagement process, case studies, Final Master Plan, permitting process, opinion of probable cost, funding strategy, and implementation strategy.
- 3.5 If needed, CMA will present the Final Master Plan to the Village Commission for Adoption.

Deliverables will include meeting minutes and a summary memorandum of public engagement findings; Draft Master Plan; and an Opinion of Probable Cost.

2. WORK THAT WILL BE REQUIRED BY THE VILLAGE

To facilitate the work of this project, we will need the Village to provide the following:

- Secure and provide all available surveys, as-built drawings, title information, and previously prepared reports for the subject site.
- Provide and secure all venues for public meetings, advertise and notice public meetings with adequate time to meet statutory requirements, and provide refreshments for the public.
- Provide timely, written reviews of the Consultant's submitted plans and other work product to maintain the project schedule. CMA and the Village can collaborate to develop a schedule that is mutually acceptable.

3. WHY HIRE CMA

CMA has assembled a team of highly qualified design team that is committed to the successful master planning of Osborne Park and Community Center. CMA understands the specific needs of parks and recreation facilities. We have a proven master plan process that takes the long view of the facilities. Operations and maintenance of parks facilities plays a significant factor in our design development process. Additionally, we partner with our clients to find additional available funding through grants and collaboration between Village departments to share resources enhancing and improving projects by solving stormwater management and urban forestry issues in addition to recreational needs.

We are very excited about the possibility of working with the Village of North Palm Beach. We believe that great public spaces build communities. We are passionate about the communities in which we live and raise our families and hope to be working with the Village to create an executable vision for Osborne Park and the Community Center.





TAB E: Past Project Experience and Client References



Bid No. 2023-02-Leisure-Services/ZMS
Master Planning – Osborne Park and
Community Center



E. Past Project Experience and Client References

CMA's entire project portfolio classifies as urban revitalization. We are a Florida-based firm committed to making the communities we live and work in better places for our families. Our three major offices in West Palm Beach, Fort Lauderdale and Miami are connected by public transit. We have worked for Community Redevelopment Agencies, Downtown Development Authorities, and have continuing services contracts with most of the major cities in Southeast Florida to provide our professional services. We are very proud of the impact we have had on our communities. We have served as engineers and landscape architects for many of the most recent high profile projects developed in Florida including the Brightline, Lincoln Road, South Pointe, City Center, the renovation of the Broward County Convention Center, the planning and design of the Government Joint Use Facility for Fort Lauderdale and Broward Counties among others. We are excited to bring our expertise to the Village of North Palm Beach and work with a community that we love for its uniqueness and inclusiveness.

We are excited to bring our expertise to the Village of North Palm Beach and work with a community that we love for its uniqueness and inclusiveness.



Currie Park - Phase I Visioning Plan, West Palm Beach, FL

Client: City of West Palm Beach

Client Contact: Alexa Krahe, Project Manager, akrahe@wpb.org (561) 822-1551

Project Dates: 2020 - 2021

CMA's Contract Role: Prime Consultant

Description of Work: CMA was the prime consultant leading the redevelopment of Currie Park for the City of West Palm Beach. The project aims to enhance a public asset to provide a substantial public benefit increasing the health, welfare and economic vitality of the community. The 13.6 acre waterfront park currently consists of public open space including boat ramps with trailer parking, tennis courts, fishing pier, playground, a landmark memorial to commemorate the late Dr. Martin Luther King Jr., covered pavilions and restroom facilities. The Project is broken into two phases. CMA led the development Phase I which included Information Gathering, Public Engagement, and Visioning for the Project. In addition to Visioning, our team conducted a marina market analysis, developed a maintenance and operations plan, and identified public/private partnerships and other means of financing the construction and operation of Currie Park as part of Phase I services. The CMA team identified and assisted the City/CRA in applying for a \$20.3 million Building Resiliency Grant offered through the Florida Department of Economic Opportunity. The project was awarded \$16.74 million of the grant request. The Vision Plan was approved by the CRA Board and Commission on June 1, 2021. CMA is currently planning Phase II activities which will include Construction Documentation, Permitting, and Construction Administration.



Sunset Park Master Plan, Hollywood, FL

Client: City of Hollywood

Client Contact: Rick Engle, Director of Parks, Recreation & Cultural Art, rengle@hollywoodfl.org
(954) 921-3930

Project Dates: 08/2020 – Tasks 1, 2, and 3 complete, Tasks 4 and 5 at 90% completion

Project Dates: 2019 - 2022

CMA's Contract Role: Prime Consultant

Description of Services Provided: Sunset Park is approximately 45 acres and is buffered by vegetation along the property perimeter, contains limited vegetation in the interior, and contains water bodies that were formed as part of the original golf course use. The site is known to have arsenic contamination from the previous land use as a golf course. The site was acquired through the use of General Obligation Bonds for conversion to a natural resource park. CMA provided professional services to the City of Hollywood Parks, Recreation, and Cultural Affairs (PRCA) to analyze existing site conditions; develop Preliminary Master Plans for the park; provide an Opinion of Probable Cost; and provide a preliminary funding strategy for the execution of the future project.



Oriole Park Redevelopment, Margate, FL

Client: City of Margate

Client Contact: Client Contact: Michael Jones, Director of Parks & Recreation, majones@margatefl.com, (954) 972-6458

Project Dates: 2020 - 2021

CMA's Contract Role: Prime Consultant

Description of Services Provided: CMA provided design, permitting, and construction administration for the redevelopment of Oriole Park located at 7055 N.W. 1st Street, Margate, FL 33063. The facility is owned and operated by the City of Margate. The redesign was funded by the general obligation parks bond approved in 2018. The project converted a single use baseball park into a neighborhood park with two sports fields, one multi-purpose field and open space, playgrounds, splash pad, fitness area, walking trail, security fencing, landscaping, and site lighting.



Doral White Course Park, Doral, FL

Client: City of Doral

Client Contact: Lazaro Quintero, Assistant Parks Director, lazaro.quintero@cityofdoral.com
(305) 593-6600 x5006

Project Dates: 2020 - 2022

CMA's Contract Role: Prime Consultant

Description of Services Provided: CMA provided landscape architecture and engineering services and related disciplines for the City of Doral, Florida. CMA prepared full design documents, permitting, bid support and construction administration support services for a new 2.7 acre (approximate) park on the north side of NW 41st Street and approximately at the theoretical NW 84th Avenue, within the Downtown Doral South development. The park includes a shaded playground, a flexible event plaza, outdoor fitness stations, an off-leash fenced dog area, multi-purpose greenspace, a restroom building with IT closet, rain gardens picnic shelters, space for public art, walkways and lighting. CMA's scope of services included Design Development, Construction Documents, Bidding and Permitting, and Construction Administration.



West End Park Pool Enhancements, Miami, FL

Client: City of Miami

Client Contact: Jose Calderia, Project Manager, jcaldeira@miamigov.com, (305) 416-1290

Project Dates: 2019 - 2020

CMA's Contract Role: Prime Consultant

Description of Services Provided: CMA was engaged by the City of Miami Office of Capital Improvements to provide professional landscape architecture services. CMA developed concept studies to re-envision the existing West End Park. The scope of work included data collection, site analysis and code research, stakeholder engagement (in Spanish and English), site studies, and opinion of probable cost. The parks program includes exercise trail, aquatic facilities, splash pad, plaza space, fitness trail, tennis, basketball, and baseball facilities. This project was funded by the Miami Forever Obligation Bond.



City of Hollywood Parks & Recreation Master Plan, Hollywood, FL

Client: City of Hollywood

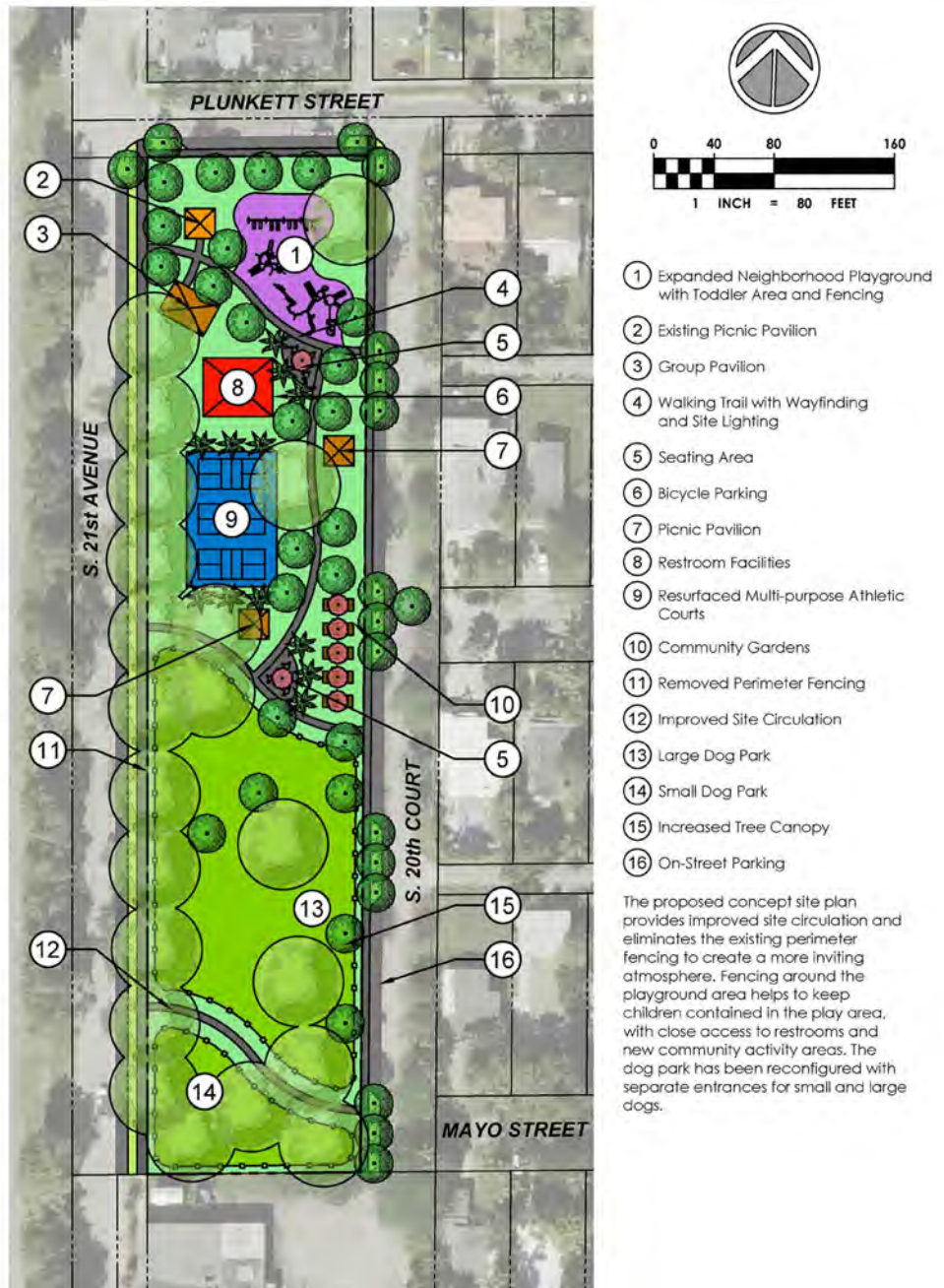
Client Contact: Carlos Perez, PLA, Barth Associates, LLC, cperez@perezpd.com, (561) 308-9937

Project Dates: 2020 - 2022

CMA's Contract Role: Sub Consultant to Barth Associates LLC

Description of Services Provided: CMA supported Barth Associates in developing the City of Hollywood Parks, Recreation and Open Space Master Plan. CMA performed site visits to each of the system's parks facilities, evaluated the physical condition of each, and scored the parks based on criteria developed utilizing Barth Associates High Performance Public Spaces criteria. CMA developed recommendations for each facility based on the current state of the City's needs and developed an executable implementation strategy for Coconut Creek. CMA adhered to the Commission for Accreditation of Park and Recreation Agencies (CAPRA) National Accreditation Standards in the development of the Master Plan.

Additionally, CMA developed detailed parks concepts for select facilities as requested by the City of Hollywood and studied available opportunities to connect the parks system via trails and bicycle facilities.



City of Miami Parks and Recreation Master Plan, Miami, FL

Client: City of Miami

Client Contact: Barbara Hernandez, Parks and Recreation Director, bahernandez@miamigov.com
(305) 593-6600

Project Dates: 2021 - Est 2023

CMA's Contract Role: Prime Consultant

Description of Services Provided: CMA is the prime consultant developing the City of Miami's Parks and Recreation System Master Plan. CMA has partnered with Perez Planning and Design (PPD), PROS Consulting, and ETC Institute to deliver this critical project to the City.

CMA is providing project management, public engagement, park inventory and facilities assessment, developing park specific master plans for one park in each commission district, and developing the proposed parks improvement Capital Improvements Plan for the project. PPD is leading the system wide visioning effort, performing level of service analysis, and demographic and equity mapping. PROS Consulting is performing the recreation system, operations, and maintenance analysis and improvements strategies and maintaining the project website and app for public comment. ETC institute is providing a statistically valid survey for the project. Together, our team is working towards a plan driven by implementation. The work to be performed under this contract consists of professional services for the development of a parks and recreation master plan that will meet the Commission for Accreditation of Parks and Recreation Agencies (CAPRA) requirements as the City prepares for reaccreditation. Final delivery of the project is anticipated for spring of 2023.



Project Website

www.reimagineparksmiami.com



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CONTACT



10



TAB F: Project Schedule

Bid No. 2023-02-Leisure-Services/ZMS
Master Planning – Osborne Park and
Community Center



F. Project Schedule

Below is a timeline for the preparation and implementation of the Master Planning process and its components for this contract.

Proposed Project Schedule		
Task 1	Information Gathering	NTP + 4 Weeks
Task 2	Public Engagement	NTP + 20 Weeks
Task 3	Preliminary Master Plan	NTP + 12 weeks
Task 4	Final Master Plan/Schematic Design	NTP + 20 weeks

TABS G-K:

G. Proposer's Certification

H. Public Entity Crimes Statement

**I. Scrutinized Vendor
Certification**

**J. Confirmation of Drug Free
Workplace**

K. Conflict of Interest Disclosure



Bid No. 2023-02-Leisure-Services/ZMS
Master Planning – Osborne Park and
Community Center



G-K. Required Forms

Form G: Proposer's Certification (Exhibit B)

Form H: Public Entity Crimes Statement (Exhibit C)

Form I: Scrutinized Vendor Certification (Exhibit D)

Form J: Confirmation of Drug Free Workplace (Exhibit E)

Form K: Conflict of Interest Disclosure

RFQ EXHIBIT "B"
PROPOSER'S CERTIFICATION

SUBMIT ONE (1) ORIGINAL, FIVE (5) COPIES AND ONE (1) ELECTRONIC COPY OF YOUR QUALIFICATION PROPOSAL TO:

Village of North Palm Beach
 Village Clerk's Office
 501 U.S. Highway One,
 North Palm Beach, FL 33408

RFQ TITLE: Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach's Osborne Park and Community Center

Proposal must be received **PRIOR TO 2:00 P.M. on June 15, 2023**, at which time proposals will be opened.

Proposer's Name: Chen Moore and Associates, Inc. - a Florida Corporation
 (Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: 59-2739866

Address: 500 Australian Avenue South, Suite 850, West Palm Beach, FL 33401

Fax Number: (561) 746-8333

Telephone No.: (561) 746-6900

E-mail Address: sbortak@chenmoore.com

Contact representative: Stefan Bortak, PLA, ASIC, CID

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFQ, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will in good faith enter into contract negotiations with the Village utilizing the standard Village in accordance with the terms and conditions of this RFQ. No proposal may be withdrawn for a period of ninety (90) days following the opening of the proposals. The Proposer further acknowledges and affirms the certifications set forth in Section 7 of the RFQ.

PROPOSER REPRESENTATIVE WITH AUTHORITY TO BIND CONTRACT


 Authorized Representative's Signature

6/15/2023

Date

Cristobal Betancourt, PLA, AICP

Name


Vice President - Landscape Architecture and Planning

Position

CORPORATE SEAL

Attest By: Safiya Brea, P.E., LEED AP

Secretary

Signature: 

Date: 6/15/2023

RFQ EXHIBIT "C"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

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

by Cristobal Betancourt, PLA, AICP Vice President - Lanscape Architecture and Planning
 (print individual's name and title)
 for Chen Moore and Associates, Inc.
 (print name of entity submitting sworn statement)

whose business address is 500 Australian Avenue South, Suite 850, West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2739866

(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

Exhibit "C" Page 1

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)

Cristobal Betancourt, PLA, AICP

The foregoing document was sworn and subscribed before me this 15th day of June, 2023 by Cristobal Betancourt who is personally known to me or produced as identification.

Notary Public

My Commission Expires: 06-07-2026



STEPHANIE M. WILLIAMS
Commission # HH 238202
Expires June 7, 2026

Exhibit "C" Page 2

RFQ EXHIBIT "D"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by Cristobal Betancourt, PLA, AICP Vice President - Lanscape Architecture and Planning
 (print individual's name and title)
 for Chen Moore and Associates, Inc.
 (print name of entity submitting sworn statement)

whose business address is 500 Australian Avenue South, Suite 850, West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2739866

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

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

- A. Does not participate in the boycott of Israel; and
- B. Is not on the Scrutinized Companies that Boycott Israel List.

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

- A. Is not on the Scrutinized Companies with Activities in Sudan List; and
- B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- C. Has not engaged in business operations in Cuba or Syria.

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

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

Cristobal Betancourt, PLA, AICP

The foregoing document was sworn and subscribed before me this 15th day of June, 2023 by Cristobal Betancourt, who is personally known to me or produced as identification.

Notary Public

My Commission Expires: 06-07-2026

STEPHANIE M. WILLIAMS
Commission # HH 238202
Expires June 7, 2026

Exhibit "D" Page 4

RFQ EXHIBIT "E"
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a 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 violation 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 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 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 this statement on behalf of Chen Moore and Associates, Inc., I certify that Chen Moore and Associates, Inc. complies fully with the above requirements.



 Authorized Representative's Signature

Cristobal Betancourt, PLA, AICP

Name:

 6/15/2023

Date

Vice President - Lanscape Architecture and Planning

Position:

K. Conflict of Interest Disclosure

CMA does not currently employ any officer, director, agent, employee or immediate family member (spouse, parent, sibling and child) who is also an employee or officer of the Village. Furthermore, there is no Village employee or officer who, either directly or indirectly, owns a material interest in our firm.



ema

chen moore and associates

OUR SERVICES

CIVIL ENGINEERING
TRANSPORTATION ENGINEERING
ELECTRICAL ENGINEERING
LANDSCAPE ARCHITECTURE & PLANNING
ENVIRONMENTAL
CONSTRUCTION MANAGEMENT

OUR MARKETS

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WATER RESOURCES
TRANSPORTATION
ENERGY
PARKS & RECREATION
LAND DEVELOPMENT

CORPORATE

500 West Cypress Creek Road
Suite 630
Fort Lauderdale, FL 33309
+1 (954) 730-0707

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Miami
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Port St. Lucie
Sarasota (Nokomis)
Tampa
Gainesville
Atlanta

PEOPLE THAT CARE

www.chenmoore.com





June 15, 2023

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

Re: Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach's Osborne Park and Community Center

Dear, Village Clerk:

Cotleur & Hearing is pleased to submit our qualifications to the Village of North Palm Beach to develop a master plan for Osborne Park and the Community Center in connection with the above referenced request for qualifications. Cotleur & Hearing, along with the exceptional group of professionals we have assembled on our team, is fully capable of providing you with the professional design services required for successful projects.

Cotleur & Hearing provides integrity, leadership, creativity, planning, and landscape architectural design services to support local governments and municipalities throughout Palm Beach County, Martin County, and St. Lucie County. As you will note in reviewing the qualifications of our staff assigned to this project, we are fully staffed with Registered Landscape Architects, Certified Arborists and Certified Urban and Regional Planners. Our Company Culture and Fundamental Core Values drive every decision we make. We are proud to be in our 31st year of business in Palm Beach County, providing our clients with innovative and cost-effective planning and design services. We have extensive experience working with governmental agencies and actively maintain several continuing contracts with the Florida Department of Transportation, Florida's Turnpike, Palm Beach County, City of Palm Beach Gardens, Village of Royal Palm Beach, Martin County, City of Stuart, and the City of Port St. Lucie. We recently completed the design and entitlements for the Village of Royal Palm Beach's Crestwood neighborhood park. Currently, we are developing the master plan for the City of Westlake's 40-acre city park. Cotleur & Hearing would be honored to have the opportunity to work with the Village on Osborne Park and the Community Center.

Cotleur & Hearing fully understands the work proposed and will commit to perform the required services on time and in budget. We will, of course, comply with all applicable Village, County and State regulations and laws in doing so.

Please feel free to contact any of our references, whom we believe are the best advocates for the quality of our work. Should you have any questions or need any additional information, please do not hesitate to contact me or any of our consulting team members.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Donaldson E. Hearing', with a stylized, cursive script.

Cotleur & Hearing
Donaldson E. Hearing, PLA, ASLA,
LEED® Principal

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COTLEUR & HEARING

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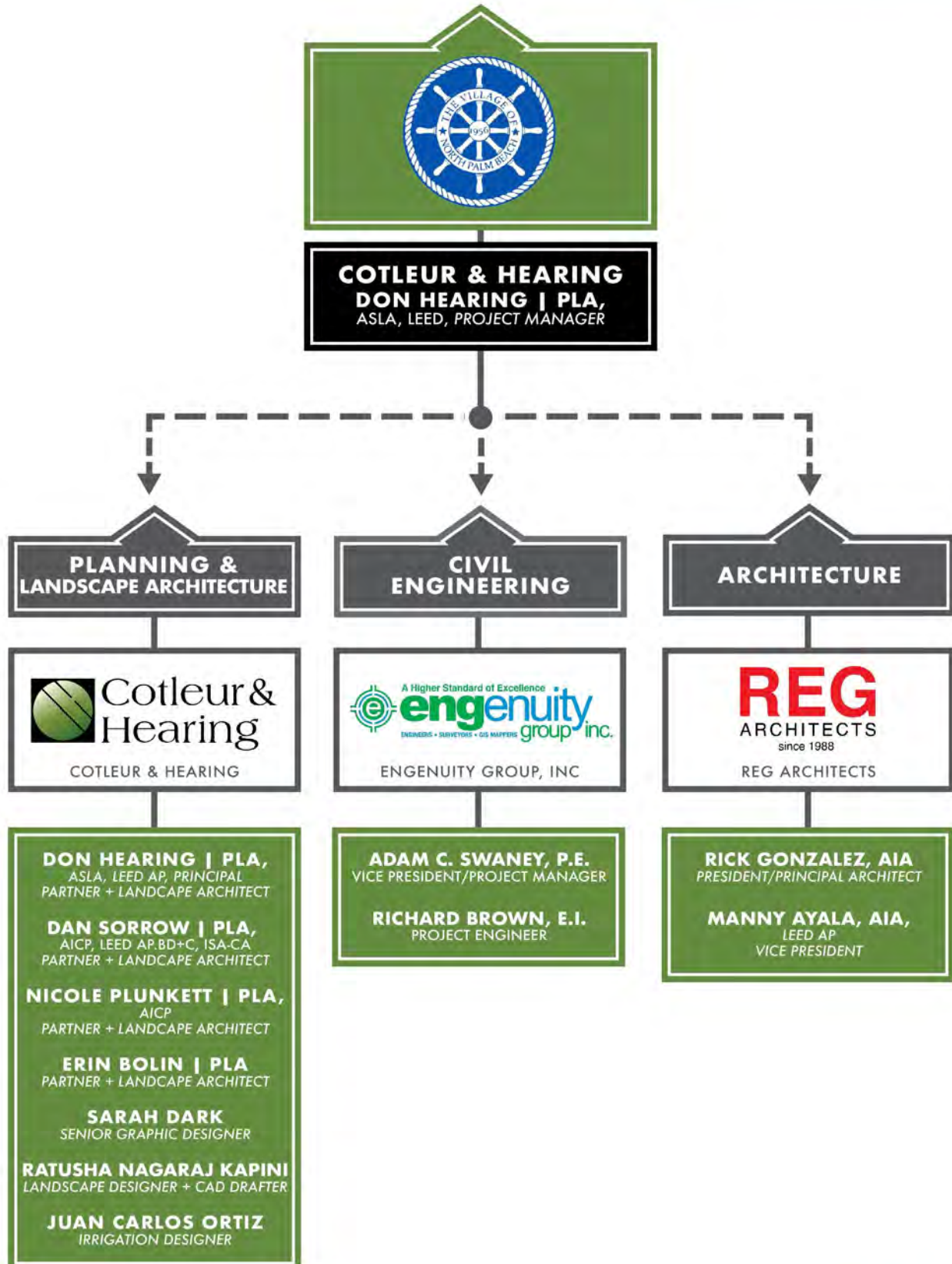
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Statement of Qualifications

Primary Contact Information

Donaldson E. Hearing, Principal
Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
(561) 747-6336
Dhearing@cotleur-hearing.com

Profile of the Firm

Robert Cotleur and Donaldson Hearing have been practicing Landscape Architecture in South Florida for over 30 years. Both graduated with honors at the top of their class and have won numerous scholastic and professional awards in their field. In May 1991, they started the firm of Cotleur & Hearing, Inc; located in Northern Palm Beach County in Jupiter, Florida focusing their expertise and energy on Landscape Architecture, Land Planning and the rapidly growing field of Sustainability and Environmental Design.

Cotleur & Hearing Landscape Architecture, LLC is a wholly owned subsidiary of Cotleur & Hearing, Inc., a Florida Corporation. Robert Cotleur and Donaldson Hearing are the majority shareholders of both entities. In August of 2019 four additional shareholders joined the ownership team as a part of the firms strategic long-term succession plan. The additional shareholders include Daniel Sorrow, Nicole Plunkett, Erin Porter Bolin, and Aaron Wilbur. Today, Cotleur & Hearing provides professional services in the disciplines of Landscape Architecture, Master Site Planning, Residential Landscape Architecture and Urban and Regional Land Planning. Cotleur & Hearing has a traditional Landscape Architecture and Planning department along with a specialized Transportation Department that is specifically dedicated to streetscape and mobility projects. Cotleur & Hearing services a multitude of high-profile clients including, the Florida Department of Transportation, Florida Power & Light, The South Florida Water Management District, along with counties and municipalities statewide, land developers and many other private sector clients. Besides building an extensive portfolio within Florida, the firm has also added their signature to projects in the Bahamas and the Caribbean.

Cotleur & Hearing is exceptionally qualified for the proposed to develop a Parks Master Plan for the Village of North Palm Beach. Cotleur & Hearing has been providing landscape architecture and land planning services to municipalities in Palm Beach, Martin, Broward and St. Lucie Counties for over 30 years and we look forward to sharing more of our expertise with the Village of North Palm Beach. Cotleur & Hearing has a traditional Landscape Architecture and Land Planning department along with a fully staffed, Transportation/Streetscape Department, which distinguishes us as a statewide leader in this practice area. Cotleur & Hearing is the only traditional landscape architectural firm in Florida with a separate Transportation Department, which focuses solely on streetscape design for municipalities and Florida Department of Transportation.

Cotleur & Hearing is in compliance with the insurance requirements of the Village of North Palm Beach. Furthermore, Cotleur & Hearing has not been a named party in any litigation cases ever. Finally, Cotleur & Hearing has no conflict of interest with regard to any other work performed by our company for the Village of North Palm Beach.



Cotleur & Hearing

Landscape Architects · Land Planners · Environmental Consultants

Professional Qualifications



Robert Cotleur and Donaldson Hearing have been practicing Landscape Architecture in South Florida for over 30 years. Both graduated with honors at the top of their class and have won scholastic and professional awards in their field. In May 1991, they started the firm of Cotleur & Hearing, Inc; focusing their expertise and energy on Landscape Architecture, Land Planning and the rapidly growing field of Environmental Design.

Today, the firm provides professional services in the disciplines of Landscape Architecture, Residential Landscape Design/Build, Land Planning and Environmental Consulting. Cotleur & Hearing services a multitude of high-profile clients including, the Florida Department of Transportation, Florida Power & Light, The South Florida Water Management District, along with counties and municipalities statewide, land developers and many other private sector clients. Besides building an extensive portfolio within Florida, the firm has also added their signature to projects in the Bahamas and the Caribbean.

Managing complex Landscape Architecture, Land Planning and Environmental projects requires the kind of skill and talent that is developed through experience. Our seasoned staff includes landscape architects, designers, graphic designers, planners and environmental specialists. This dedicated team utilizes a multi-disciplinary approach to problem solving and has produced award-winning results.

Whether forging through a wetland conducting environmental assessments, analyzing and building GIS (Geographic Information Systems) maps, designing and building landscape projects or planning the next residential or commercial destination, you can count on Cotleur & Hearing to accomplish the task.

Cotleur & Hearing focuses on creating positive results and contributing to our projects and the environment. This pride is very evident and contagious, represented by our ability, as a company, to give back to the community. Whether contributing time and effort to a local cause or financially supporting area needs, Cotleur & Hearing simply enjoys blessing others whenever possible.

Cotleur & Hearing loves the planning field, and we are ready to meet Sebastian's planning needs. Importantly, we have staff that understands the municipal planning roles and various needs. These staff have been on the municipal plan review side and are adept at fitting into the planning and organizational goals and objectives of Indian River County. We look forward to providing your community with outstanding professional planning help and know that you will enjoy the relationship and responsiveness of our team.

Thank you,
The Cotleur & Hearing Team



Donaldson E. Hearing, PLA, ASLA, LEED ®AP

Principal / 40 Years of Experience

561.747.6336 x102

E-Mail: dhearing@cotleur-hearing.com

1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Education

1982: University of Florida, Bachelor of Landscape Architecture; Graduated with High Honors

1982: American Society of Landscape Architects Scholastic Merit Award

1982: National Honor Society Scholastic Achiever

1994: USACOE Hydro Geomorphic Wetland Assessment Methodology Training

2008: USGBC LEED Certification

Professional Experience

Mr. Hearing is a partner of the planning and landscape architectural firm of Cotleur & Hearing founded with Robert J. Cotleur in 1991. Mr. Hearing has extensive expertise in the area of land use, planning and zoning and has represented several of south Florida's largest builders/developers in governmental affairs, land use and zoning approval matters. Mr. Hearing is routinely involved in complex land use plan matters, roadway enhancement projects, development approvals and re-zonings, landscape ecology projects and environmental resource permitting. He is an enthusiastic leader in the area of new urbanism and is responsible for several successful projects. **Mr. Hearing also provides expert witness testimony for land use planning, zoning, eminent domain, transportation enhancement and landscape ecology matters.**

Professional Affiliations

State of Florida Registered Landscape Architect #LA0000943; Certified LEED Accredited Professional; Member American Society of Landscape Architects; Board of Directors and Executive Committee for the Northern Palm Beach County Chamber of Commerce and the Economic Development Council of Palm Beach County; Director for the PGA Corridor Association and the Lighthouse Center for the Arts as well as Board member for MyClinic of Jupiter. In conjunction with his business interests, Mr. Hearing is actively involved in numerous charitable organizations which include Christ Fellowship Church, Palm Beach Community Church, Jupiter Christian School, Place of Hope and the West Jupiter Tutorial Center.

Awards

2012 Community Leader of the Year by Northern Palm Beach County Chamber of Commerce

2011 American Institute of Architects Landscape Architect of the Year by Palm Beach County

Notable Projects

Commercial (Below are but a few sample projects, by category, with reference information)

Downtown at the Gardens, Palm Beach Gardens – Menin Development: Mr. Rob Jacoby, 561-282-5000

Abacoa Work Place, Jupiter – Rendina Companies: Mr. Brian Cich, 561-630-5055

Community

Sawfish Bay Park, Jupiter – Town of Jupiter: Russ Ruskay, 561-746-5134

Palm Beach County Fire Stations #10, 14, 34 and 74: Melanie Borkowski, 561-233-0257

Community Pro Bono

Christ Fellowship, PBG & Royal Palm Beach: Pastor Mullins, 561-799-7600

Place of Hope & Village of Hope, Palm Beach Gardens, FL: Reference: Mr. Charles Bender, 561-775-7195

Environmental Restoration

PBC Sansbury Way Park Regional Mitigation Area, WPB: Ross Herring, 561-233-0217

Botanica Wetland Preserve, Jupiter: Mr. Bardin, 561-624-7830

Mixed Use

Abacoa: Various Developments–New Urban Communities: Tim Hernandez, 561-279-8706

Midtown-Borland Center, PBG—P.B. Community Church Ram Development: Mr. Casey Cummings, 561-630-6110



Ron DeSantis, Governor

Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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COTLEUR & HEARING INC
C/O COTLEUR & HEARING
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JUPITER FL 33458

LICENSE NUMBER: LA0000943

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Rebecca A. Flora
Chairman

October 20, 2008
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S. Richard Pedriani, President and CEO

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Daniel T. Sorrow, PLA, AICP, LEED® AP BD+C, ISA-CA
Project Manager / Partner
17 Years of Experience
561.747.6336 x112
E-Mail: dsorrow@cotleur-hearing.com
1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Education	2004: University of Florida; Bachelor of Landscape Architecture & Minor of Environmental Horticulture
Professional Experience	Throughout Mr. Sorrow's career he has had the opportunity to work on both public and private sector projects. Mr. Sorrow has provided consulting services in the areas of site planning, master planning, landscape and irrigation design, permitting and landscape inventory and analysis. Mr. Sorrow has ascended to the role of project manager with Cotleur & Hearing for the purpose of serving each client and their projects' needs with the upmost importance.
Professional Affiliations	State of Florida Registered Landscape Architect, No. 6666979 Certified Planner by the American Institute of Certified Planners, No. 025895 LEED Accredited Professional - Building Design and New Construction, No. 10015138 Certified Arborist by the International Society of Arboriculture, No. FL-6191A American Society of Landscape Architects (ASLA); American Planning Association (APA) U.S. Green Building Council; International Society of Arboriculture
Work History	2012 – Present: Project Manager, Cotleur & Hearing, Jupiter, FL 2009 – 2012: Landscape Architect / Planner, ET&M, Jacksonville, FL 2005 – 2009: Landscape Architect / Planner, RS&H, Jacksonville, FL 2004 – 2005: Landscape Designer, CH2MHILL, WPB, FL
Notable Projects	<p>Parks/Community</p> <p><u><i>Acreage Community Park</i>, Palm Beach County, Indian Trails Improvement District</u> - Reference: G. James Shallman 561-793-0874; Project Landscape Architect responsible for landscape & irrigation design.</p> <p><u><i>Winterlakes Park</i>, Port St. Lucie, FL, City of Port St. Lucie</u> - Reference: Brad Keen, 772-344-4005 Project Manager responsible for preparing a conceptual master plan for Winterlakes Park in Port St. Lucie.</p> <p><u><i>Hamlin Park</i>, Palm Beach County, FL, Indian Trails Improvement District</u> – Reference: Timothy Wojnar, 561-721-4836 Project Landscape Architect of record responsible for the design of landscape and irrigation system.</p> <p><u><i>Bob Hoefl Park</i>, Palm Beach County, FL, Indian Trails Improvement District</u> – Reference: Timothy Wojnar, 561-721-4836 Project Land Planner responsible for processing amendments to the site plan.</p>



Ron DeSantis, Governor

Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

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PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

SORROW, DANIEL T

1934 COMMERCE LANE SUITE 1
JUPITER FL 33458

LICENSE NUMBER: LA6666979

EXPIRATION DATE: NOVEMBER 30, 2023

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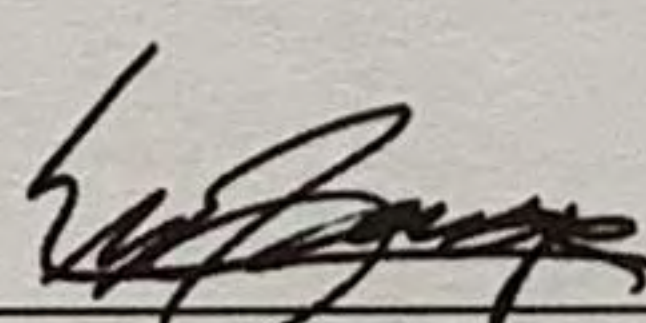
INTERNATIONAL SOCIETY OF ARBORICULTURE

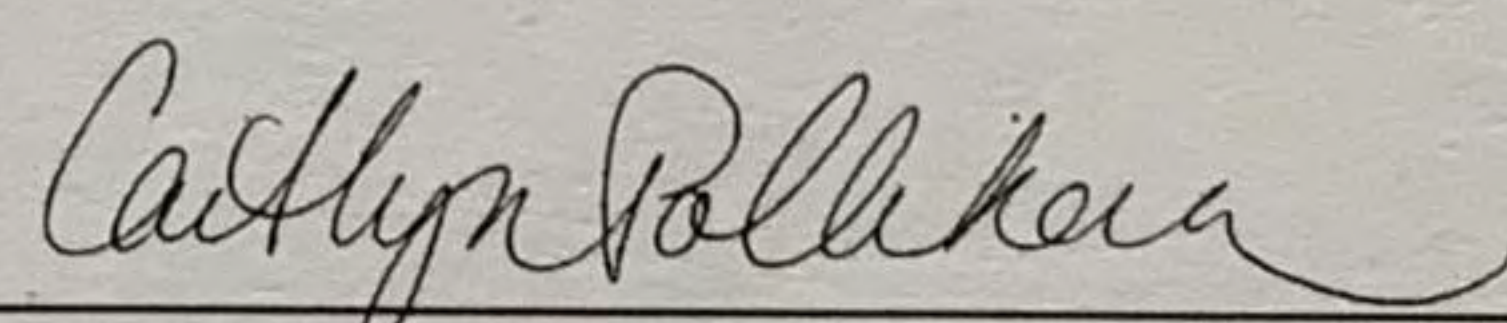
CERTIFIED ARBORIST™

Daniel T. Sorrow

Having successfully completed the requirements set by the
International Society of Arboriculture, the above named
is hereby recognized as an ISA Certified Arborist®




Luana Vargas
Director of Credentialing Services
International Society of Arboriculture


Caitlyn Pollihan
Executive Director
International Society of Arboriculture

FL-6191A
Certification Number

6 May 2010
Certified Since

30 Jun 2022
Expiration Date



#0847
ISO/IEC 17024
Personnel Certification Program
ISA Certified Arborist®

This certificate hereby qualifies

Daniel T. Sorrow, AICP

as a member with all the benefits of a Certified Planner
and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number 025895

Paul Farmer

Paul Farmer, AICP
Chief Executive Officer

Anna M. Breinich

Anna Breinich, AICP
President



The American Planning Association's
Professional Institute
**American Institute
of Certified Planners**

Making Great Communities Happen



Nicole Plunkett, PLA, ASLA
Landscape Architect / Partner
12 Years of Experience
 561.747.6336 x113
 E-Mail: Nplunkett@cotleur-hearing.com
 1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Education

2010: The University of Florida – Magna Cum Laude
 Bachelor of Landscape Architecture & Minor of Environmental Studies

Professional Experience

- Project management and design on a variety of projects including commercial, mixed-use, planned unit developments (PUD), golf course communities, single and multi-family residential communities, medical, institutional, and industrial projects throughout South Florida.
- Experience with public hearings, presentations, code enforcement, and correspondence with local municipality staff throughout Palm Beach County.

Work History

2010- Present: Landscape Architect; Cotleur & Hearing

Professional Affiliations

State of Florida Registered Landscape Architect #LA6667230
 AICP Certification #32640
 2015-Present: Future Landscape Architects of America (FLAA) | Founder
 2014-Present: American Society of Landscape Architects (ASLA) | Member
 2014-2016: Florida Chapter ASLA (FLASLA) | Palm Beach / Treasure Coast Chair
 2016-Present: Young Professionals of Palm Beach North Chamber of Commerce | Steering Council

Awards

2015 Award of Recognition Recipient | Florida Chapter of ASLA (FLASLA)
 2016 Distinguished Service Award Recipient | University of Florida Dept. of Landscape Architecture
 2017 Fellowship for Innovation + Leadership \$25,000 Award Recipient | Landscape Architecture Foundation
 2017 Exceptional Emerging Professional Award Recipient | FLASLA Fellows Committee
 2016 Distinguished Service Award Recipient | University of Florida Dept. of Landscape Architecture
 2020 ASLA Florida Design Award - Frenchman's Reserve Country Club Preserve Restoration

Notable Projects

Sandhill Crane Golf Club, Palm Beach Gardens, FL— City of Palm Beach Gardens

Reference: Charlie Sisca (Sisca Construction Services, LLC), 561-228-7505

Sandhill Crane Municipal Golf Course is located on the north side of Northlake Boulevard approximately four miles west of Beeline Highway. Cotleur & Hearing was retained to assist with the development and design of a new clubhouse facility. Ms. Plunkett worked with the Sisca Construction team, REG Architects, and the City of Palm Beach Gardens staff to push the project to approval.

Frenchman's Reserve Country Club, Palm Beach Gardens, FL – Frenchman's Reserve Country Club, Inc.

Reference: Jay Walkinshaw, 561-630-0333

Cotleur & Hearing was retained to assist with the site plan approval for clubhouse renovations, a new short course, and enhancements to preserve areas within the golf course. Frenchman's Reserve is located on the east side of Alternate A1A near Hood Rd. Due to the short course impacting the existing preserve, Ms. Plunkett conducted preserve analysis on-site and proposed locations for impacted preserve to be relocated throughout the community. The approval process with the City of Palm Beach Gardens included public hearings, resident meetings, and coordination with City Staff.

Northlake Gardens, Palm Beach Gardens, FL— Deziel Company

Reference: Robert Deziel, 561-346-0105

Cotleur & Hearing was retained by the Deziel Company to develop a plan to amend the Banyan Tree PUD Development, Phase II, located at the northeast and northwest corners of Northlake Blvd. & MacArthur Blvd. The new plan consists of a mix of retail and restaurant uses along with outdoor seating, pedestrian corridors, and Art in Public Places.



Ron DeSantis, Governor

Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

PLUNKETT, NICOLE BEANE

10240 HUNT CLUB LANE
PALM BEACH GARDENS FL 33418

LICENSE NUMBER: LA6667230

EXPIRATION DATE: NOVEMBER 30, 2023

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This certificate hereby qualifies

Nicole Plunkett, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

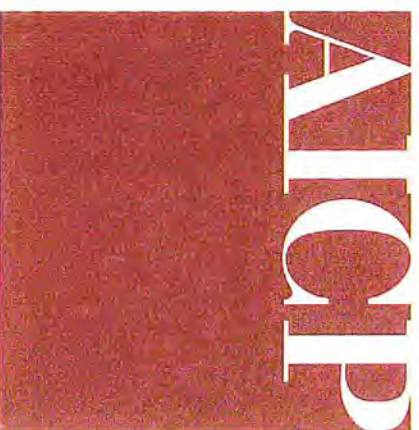
Certified Planner Number: 32640



Joel Albizo, FASAE, CAE
Chief Executive Officer
American Planning Association



Deborah Lawlor, FAICP, PP
AICP President
American Institute of Certified Planners



**American Institute
of Certified Planners**

Creating Great Communities for All



Erin Bolin, PLA

Landscape Architect, Director of Design / Partner

17 Years of Experience

561.747.6336 x103

E-Mail: ebolin@cotleur-hearing.com

1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Education

2004: Iowa State University; Bachelor of Landscape Architecture

Professional Experience

Mrs. Bolin is Partner, Director of Design and a Landscape Architect with Cotleur & Hearing. Mrs. Bolin works on a variety of projects including high-end residential design with a focus on pool, hardscape and landscape design. She is also involved with site and landscape planning for medium-size residential communities and commercial projects. Mrs. Bolin works in cooperation with the staff planner and principal landscape architect to ensure a positive outcome on every project. In addition to excellence in design, Mrs. Bolin places an emphasis on graphic ability, readability and rendering.

Professional Affiliations

State of Florida Registered Landscape Architect, FL #6667202

Work History

2005 - Present: Landscape Architect; Cotleur & Hearing

Notable Projects

Mixed Use

The Borland Center for Community Enrichment (Midtown), Palm Beach Gardens, FL – RAM Realty Services Reference: RAM Realty Services, 561-630-6110

Mrs. Bolin acted as project manager for the final phase of the Borland Center for Community Enrichment, a mixed-use development including office, retail, commercial, residential and church uses on a 47.11 acre site. She developed hardscape and landscape plans for residential courtyards as well as the main street plaza. She was instrumental in the final details and close out of this project overseeing installation and final inspections.

Condominium

Mariners Key on the Intracoastal, Lake Park, FL – BH Condominiums

Reference: BH Condominiums, 561-882-9040

Mrs. Bolin was involved in every aspect of the Mariners Key project, a redevelopment of the Lake Shore Apartments. Mrs. Bolin designed a tropical Key-West theme in keeping with the waterfront character of the town of Lake Park. Special hardscape elements included patios, meandering walkways, trellis structures and fountains. A tropical, beachfront, resort-style pool with a coconut shaded, sandy beach was included as a lifestyle amenity. She acted as project manager through the design stages, construction implementation and project turnover.

Residential

The Cove, Lot 15, 16, 20, Jupiter, FL – Gaeta Development

Reference: Fischer Gaeta Corporation, 561-627-1900

Cotleur & Hearing was responsible for the overall neighborhood to ensure a seamless integration of the overall landscape design. Mrs. Bolin designed hardscape and landscape for each home to be complimentary, but completely unique to the specific needs and program of each homeowner.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

PORTER, ERIN C

15245 95TH AVE NORTH
JUPITER FL 33478

LICENSE NUMBER: LA6667202

EXPIRATION DATE: NOVEMBER 30, 2023

Always verify licenses online at MyFloridaLicense.com



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Sarah A. Dark

Designer

14 Years of Experience

561.747.6336

E-Mail: sandrews@cotleur-hearing.com

1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Education

2012: Arapahoe Community College [Littleton, CO]; Computer Graphics

2010: The University of Florida – Summa Cum Laude; Bachelor of Landscape Architecture, Minor of Environmental Studies

Professional Experience

With an education in landscape architecture and in graphic design, Sarah has both the content knowledge and design skills that allow her to contribute a high-quality design product. While attending the University of Florida, Sarah had an excellent internship experience at the Jacksonville, Florida office of HDR, Inc. She collaborated with a team of landscape architects, land planners and office staff to ensure quality and timely production of material and documents. While furthering her graphic skills at Arapahoe Community College, Sarah worked as a freelance graphic designer. Her design projects incorporated her unique hand graphics with digital media to create custom cards, invitations, logos, and marketing material for clients. At Cotleur & Hearing, Sarah collaborates with landscape architects and planners to develop architectural elevations, site and landscape plan renderings as well as company marketing and advertising materials.

Professional Affiliations Awards

2010 – Present: American Society of Landscape Architects | Member

PAUL VERLANDER AWARD | Displays Scholarship & Potential Professional Distinction—2010

GILKEY AWARD | Most Outstanding 4th Year Landscape Architecture Student—2009

SIGMA LAMBDA ALPHA | Landscape Architecture Honor Society—2009 Inductee

STUDENT AWARD | Jacksonville Chapter of ASLA—2008

FINALIST | Florida Native Plant Society's Manatee Convention Center Native Planting Design Competition—2008

FLORIDA MEDALLION SCHOLARS AWARD | Bright Futures Scholarship—2005-2010

Work History

2012 - Present: Designer, Cotleur & Hearing, Jupiter, Florida

2010 - 2012: Freelance Graphic Designer, Sarah Andrews Design

2008: Landscape Architecture Intern, HDR, Inc., Jacksonville, Florida

Notable Projects

Community

Port Salerno Fishing Village/Stan Mayfield Grant, Port Salerno, FL – Martin County CRA

Reference: Bonnie Landry, 772-288-5456

Mrs. Dark was responsible for the conceptual master plan renderings, storyboard, and management book for the Stan Mayfield Grant. The project incorporates elements of the Stan Mayfield and some optional amenities. The Historic Salerno Fishing village is a public park which supports the local fishing industry's heritage and importance in Port Salerno.

Wayfinding Sign Package, Village of Royal Palm Beach, FL – Village of Royal Palm Beach

Reference: Ray Liggins, 561-790-5162

Mrs. Dark was responsible for design and illustrative graphics for a comprehensive wayfinding package for the Village of Royal Palm Beach. She designed the signs for use as both the vehicular and pedestrian scales.

Kolter Homes LLC Sales Graphics – FL, GA, SC, NC

Reference: Lauren Anderson, Director of Marketing, 561-515-4447 Mrs. Dark was responsible for developing the graphic standards for Kolter Homes LLC sales graphics for a uniform brand. She has rendered and continues to render numerous community graphics for Kolter Homes to use for online marketing and large-scale topographic table.



Rutusha Nagaraj Kapini

Landscape Designer

3 Years of Experience

Phone : 561-747-6336 x 106

E-Mail : rkapini@cotleur-hearing.com

1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Education

2020 - Florida International University -Miami, FL; Master of Landscape Architecture
2017- TOSA, Bangalore, India; Bachelor's in architecture

Professional Experience

Prior to joining Cotleur & Hearing, Rutusha interests to explore how art and nature engage, lead her to pursue a bachelor's degree in architecture, where she graduated earning the highest award of merit throughout the state and pursued a master's degree in landscape architecture, graduating from FIU. Her award-winning thesis projects Verti-Farms & Sacred focused on our fragile ecosystem and how our efforts can be the lynchpin of a thriving ecology. Her efforts in the realm of art, architecture and landscape architecture have been recognized by Times of India, ASLA FL and UNESCO. She is proficient with AutoCAD, Revit, SketchUp, Photoshop, illustrator, InDesign, ArchiCAD, V-ray Render, Hand Graphics, Premiere Pro and After Effects.

Affiliations/ Certifications/

Member of ASLA (American Society of Landscape Architects)
Member of ISOLA (Indian Society of Landscape Architects)

Work History

2020 Academic Space Management, FIU - Graduate Assistant
2018 VERVE Group, Bangalore, India - Junior Architect

Notable Projects

City of Westlake Site planning and landscape design

The City of Westlake is a newest municipality of 3,800 acres on a prime parcel in Palm Beach County currently being developed and constructed by Minto. Westlake Landings is one of the first commercial master plans designed by Cotleur & Hearing. Working under lead landscape architect and planner Don Hearing, Rutusha gained experience on conceptualized master planning design development, consisting of proposed uses of retail, storage, warehouse, and recreation. Rutusha assisted in the drafting of site and landscape plans for residential neighborhoods and commercial sites within the City of Westlake.

Northlake Promenade Apartments

Promenade Apartments is a 9-acre high-end multifamily rental community proposed in the Town of Lake Park, Florida. This site ties into an existing retail plaza enabling enhanced pedestrian connectivity and amenities for both the public and residents. Working directly under the guidance of Don Hearing and Nicole Plunkett, Rutusha was involved in the design process of the spatial planning of the site to the details of landscape pockets which weave throughout the site, consisting of the neighborhood park, retail plaza and the poolside amenity. Along with the design aspects, Rutusha was also exposed to the planning and approval process through combined efforts of multidisciplinary fields and their key roles in a successful and sustainable project.

Crestwood Park, Village of Royal Palm Beach

Crestwood Park is located within the Village of Royal Palm Beach, Florida. The site is approximately 5.77 acres and is designated recreational park for users of all ages consisting of spaces for multi-disciplinary athletics, open events, outdoor pavilions, sports courts, and a playground. Working under the leadership of Don Hearing, Rutusha was involved in the design to construction development of the site and the landscape plans, curating to the needs of a recreational area.



Landscape Designer – Irrigation Specialist
3 Years of Experience

Phone : 561-747-6336 x 125

E-Mail : jcortiz@cotleur-hearing.com

1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Education

2015: Polytechnic University of Puerto Rico; Master Landscape Architecture
2011: Recinto Universitario de Mayaguez, Puerto Rico; Bachelor Agricultural Sciences

Professional Experience

Prior to joining Cotleur Hearing, Mr. Ortiz worked as an educator in the field of landscape architecture in his community in Puerto Rico. He taught students how to design, prepare soil, select materials and maintain landscaped areas. Mr. Ortiz is proficient in SketchUP, Photo Shop and AutoCAD.

Affiliations/ Certifications

September 2022: Continuing education certificate from RAINBIRD – Practical and Technical Irrigation industry practices.

Work History

Present- Landscape Designer/Irrigation Specialist - Cotleur & Hearing

Notable Projects

City of Westlake Landscape Design

Mr. Ortiz assisted in the drafting of landscape and irrigation plans for residential neighborhoods and commercial sites within the City of Westlake. Westlake is the newest municipality in Palm Beach County currently being developed and constructed by Minto.

**Palm Beach County
Office of Equal Business Opportunity**

Certifies That


**Cotleur & Hearing, Inc, d/b/a Cotleur & Hearing Landscape
Architecture, LLC**

Vendor # VS0000005615

*is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of
the Palm Beach County Code for a three year period from
January 25, 2021 to January 24, 2024*

The following services and/or products are covered under this certification:

**Environmental - Architectural; Environmental Consulting; Land Development and Planning -
Architectural; Land Development and Sub-Division Services; Landscape Architecture**


Allen Gray, Manager

01/25/2021



Palm Beach County Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

FIRM PROFILE

Engenuity Group, Inc. was founded in 1978 to provide professional civil engineering services to the South Florida community. These services included design of paving, grading, drainage, wastewater collection, and water distribution systems, along with permitting, construction observation, and construction administration. Professional surveying services were added in 1984 and GIS Services in 1998.

In 2008 the firm was reorganized. This reorganization allowed us to be designated as a Disadvantage Business Enterprise (DBE), Minority Business Enterprise (MBE), Small Business Enterprise (SBE), and Certified/Small Business Enterprise (CBE) in Broward County.

Engenuity Group offers a full range of services in Civil Engineering, Surveying, GIS Mapping, and Construction Contract Administration. For 40 years we have been providing professional service to our clients and are dedicated to the development and economic prosperity of the local community, whether they are in the private sector or public sector, whether they are urban land developers or agricultural enterprises.

The firm consists of four owners, C. Andre Rayman, P.S.M., Keith B. Jackson, P.E., Lisa A. Tropepe, P.E., Adam C. Swaney, P.E., and approximately 31 employees. C. Andre Rayman, P.S.M., joined the firm in 1988 and serves as the company's President. Keith B. Jackson, P.E. joined the firm in 1991 and serves as Vice President and Secretary. Lisa A. Tropepe, P.E., joined the firm in 1993 and also serves as Vice President and Treasurer. Adam C. Swaney, P.E. joined the firm in 2013 and became a partner in early 2017.

Engenuity Group project managers are an innovative, resourceful and creative team who possess a sense of urgency and ownership that they bring to each and every project. Our principals and project managers have extensive experience in developing cost effective designs and solving challenging permitting problems. Our use of state of the art electronics in surveying and computer aided design and drafting assures our clients of accurate surveying work and rapid turnaround times.

Some of our areas of expertise include GIS data collection and creation, NPDES reporting, expert witness, condemnation, grant applications, storm water analysis, drainage, wastewater collection and transmission, water distribution, roadways, permitting, construction observation, bidding, construction contract administration, boundary, topographic survey and hydrographic surveys, construction staking, legal descriptions, plat review and preparation, as-built record surveys, mean high



water line survey, special purpose survey, and quantity survey.

Engenuity Group is a small business that prides itself on personal client contact. Our employees are dedicated and committed to be the best engineering, surveying and GIS firm in the area. Many of our clients are public agencies who have been with us for many years. Our unique customer service has resulted in numerous repeat clients.

Because most of our clients are public agencies, we are familiar with the interaction required to communicate information. We understand that all direction comes from staff. All proposals are in writing. Telephone calls are documented with memos and meetings are documented with minutes. We are used to meeting with and presenting to council members to explain issues that are to be discussed at council meetings. Project milestones and completion dates are established before our services begin and the dates are met.

PAST PERFORMANCE RECORD

Engenuity Group is serious about meeting time and budget requirements. To meet time requirements, we establish a due date in writing, establish intermediate milestone dates, and we meet these dates.

To meet budget requirements, we establish at the proposal stage the hours assigned for each unique task. We have software to assist us in monitoring the relationship of the work to the budget.

Our performance record speaks for itself, as our clients will attest. We encourage you to contact our references or any one of other clients to see what they have to say about our performance record.

AWARDS

Outstanding Technical Achievement Award (Lisa Tropepe, P.E., 2005) for the Town of Ocean Ridge South Phase drainage project;

Our work on the Palm Beach Gardens Emergency Control and Operations Center received a LEED Silver certification, which is an award in itself.

Another project Engenuity Group performed all of the civil engineering design, permitting, and construction for is the Bay Colony neighborhood in Juno Beach. This project was the **Gold Winner for "Best New Community 2015"** by Professional Build Magazine and was awarded **"Top Builder for Closings 2015"** by the South Florida Business Journal.

The new Norton Museum of Art that reopened in February 2019, and was designed by Sir Norman Foster of Foster + Partners, and has just received the **ABC EIC Award** (Associated Builders and Contractors, Inc., Excellence in Construction). Engenuity Group provided complete civil engineering and land surveying services for this



project and has been working with the Norton since 2000. This project was also one of 5 finalists for the 2019 ULI Southeast Florida/Caribbean Vision Awards.

Engenuity Group, Inc. is currently performing Civil Engineering Services on continuing contract for the following entities:

Town of Jupiter Island	Broward Health District	Town of Lake Clarke Shores
Town of Manalapan	Town of Ocean Ridge	Village of North Palm Beach
Village of Palm Springs	Village of Wellington	South Florida Fairgrounds
Florida Atlantic University	City of Delray Beach	City of Oakland Park
PB Atlantic University	City of Riviera Beach	South Martin Regional Utility
Town of Lake Park	Westgate CRA	Solid Waste Authority of PBC
Town of Palm Beach Shores		Town of Loxahatchee Groves

We are also performing Professional Land Surveying Services on Continuing Contract for the following entities:

City of Oakland Park	City of Miramar	City of Sunrise
City of Boynton Beach	City of Pompano Beach	Town of Lake Clarke Shores
City of Lake Worth	Town of Manalapan	Village of North Palm Beach
Town of Ocean Ridge	Village of Palm Springs	City of Riviera Beach
Village of Wellington	City of West Palm Beach	City of Westlake
City of Delray Beach	Town of Lake Park	City of Palm Beach Gardens
School District of PBC	PBCWUD	School Board of Broward Co.
Broward College	City of Tamarac	City of Hallandale Beach
City of Hollywood	Town of Pembroke Park	City of Pembroke Pines
Town of Palm Beach Shores		Town of Loxahatchee Groves

We have also performed services for various projects at some time or another for virtually every single municipality in Palm Beach County as either a prime or a sub-consultant as well as the County itself.

In some of these instances where the entity does not have its own engineering department we act as the engineer, while in others that are larger we act as a consultant to that entity's engineering and public works department. In addition to public clients we also have several large land development projects. Some of the recent ones we are currently working on include the "**Village Royale**" Project in Royal Palm Beach, FL, the "**Cove Royale**" Project in Martin County, and the "**Parkland Royale**" Project located in Parkland, FL in Broward County.





ADAM C. SWANEY, P.E., VICE PRESIDENT PROJECT MANAGER



EDUCATION

Bachelor of Science, Civil Engineering, University of Florida, 2005

CERTIFICATIONS

State of Florida, Civil Engineering #72235

AFFILIATIONS & AWARDS

- LEED Accredited Professional, FL, 2009
- Young Engineer of the Year, American Society of Civil Engineers, Palm Beach Branch, 2008
- ASCE Younger Member Coordinator, Palm Beach Branch, 2006-2008

Mr. Swaney is a Senior Project Manager who works with both public and private sector clients. He is responsible for water distribution systems, sanitary sewer and stormwater design and modeling, site grading and various agency permitting. Throughout his career, Mr. Swaney has also worked on many roadway improvement projects, most recently designing all new roads on a land development project located across the C-51 Canal from Southern Boulevard that was recently annexed into the Village of Royal Palm Beach.

EXPERIENCE

Village of Palm Springs Fitness Pavilion Park

Mr. Swaney served as Project Manager for the Village who was replacing an existing playground with an ADA compliant, brand new fitness pavilion. Responsibilities included complete managing civil design, from preliminary drawings to construction certification. Mr. Swaney supervised the design, bidding and construction phases of this new athletic complex that was completed using funds from a recently obtained Community Development Block Grant.

Riverbend Park, Jupiter, FL

A 170 acre public park that included the development of a Canoe Launch, campgrounds, restroom facilities, trails, water and sewer, bridges and roadways.

Paradise Park Phase V, St. Lucie County, FL

The Project is generally described as a neighborhood improvements project for storm drainage and street improvements of 47 acres of single-family homes. Project elements included a drainage study to model and analyze several scenarios and the design and permitting of the selected scenario.

Citrus Grove Community Park, Martin County, FL

Engenuity, Cuozzo Design Group, and its team of consultants were selected by Martin County to

plan, design, and submit for permit approval a 26-acre park located on SW Citrus Boulevard in Palm City, Florida. Park amenities include four (4) baseball fields, a 1,300 square foot concessions building, and a 1,500 square foot maintenance building.

Engenuity designed the site civil work which included ballfield backstops, drainage, dugouts, grading, paving, wastewater collection, and water distribution.

Oswego Oaks Park, Westgate, FL

Engenuity Group is responsible for providing professional surveying and engineering services for the development of Oswego Oaks Park, located in the Westgate/Belvedere Homes Community Redevelopment Agency in Palm Beach County, FL. The property is comprised of three (3) parcels of land which will be combined to create the new park. Mr. Swaney is the Principal in charge for this project. His tasks for the development of the park site include performing grading and drainage design, permitting assistance with various agencies, construction observation, construction administration and certification, the preparation of drainage statements, specifications, schedule of values, and cost benefit analysis.



Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SWANEY, ADAM C.

1280 N CONGRESS AVE, SUITE 101
WEST PALM BEACH FL 33409

LICENSE NUMBER: PE72235

EXPIRATION DATE: FEBRUARY 28, 2023

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RICHARD BROWN, E.I. **PROJECT ENGINEER**



EDUCATION

- B.S. Civil Engineering, University of Miami, 2008
- B.S. Architectural Engineering, University of Miami, 2008

CERTIFICATIONS

- State of Florida, Engineering Intern #1100009209
- PSMJ Project Management Boot Camp Certificate of Completion

Mr. Brown graduated from the University of Miami with a Bachelor of Science in Civil Engineering and Architectural Engineering in 2008 and has been working in the industry since 1999. Over his tenure Mr. Brown has been responsible for the design and plan preparation of various aviation, facilities, roadway, drainage, water, sewer, and other infrastructure projects throughout South Florida.

EXPERIENCE

Hypoluxo Scrub Natural Area Parking Improvements, Hypoluxo, FL

Engenuity Group was awarded an RFQ by the Town of Hypoluxo to provide civil engineering services for the above project. Mr. Brown served as Project Engineer, assisting with plan preparations of construction demolition, paving, grading, drainage, irrigation water, erosion/pollution prevention and the preparation of cost estimates. The work included landscaping design that was coordinated with our sub-contractor.

Historic Heart and Soul Park West Palm Beach, FL

This new development is taking place a few blocks from downtown West Palm Beach on an acre of land that is a vacant lot. It will become an active park with hardscape elements, landscaping, irrigation, potable water and illumination. Responsibilities include site plan assistance, permit application submittals, construction administration and construction certification.

Atlantic Dunes Park West, Delray Beach, FL

The City of Delray Beach utilized federal funds received for the purpose of coastal dune restoration and water quality improvement at Atlantic Dunes Park. Mr. Brown provided Project Engineer services for the design and construction of seawall replacements and parking lot and park improvements that include bathroom rehabilitations and boardwalk/nature trail construction.

Atlantic Dunes Park East, Delray Beach, FL

Mr. Brown served as Project Engineer providing design assistance to improve parking lot and entryway to park by reconfiguring roadway layout, considering nature walk and lookout platform placements and FDOT requirements.

Metro Zoo "Wings of Asia" Aviary - Miami-Dade County Parks and Recreation Department, Miami-Dade County, FL

Design Engineer responsible for the design of utility services (water and sanitary sewer connections/extensions), paving design (parking lots, walkways and entrance roadways), and the proposed drainage system design for the "Wings of Asia" aviary Complex (site previously damaged by Hurricane Andrew in 1992).

Village of Palm Springs Fitness Pavilion Palm Springs, FL

Mr. Brown served as Project Engineer for the Village, replacing an existing playground with an ADA compliant, brand new fitness pavilion. Responsibilities included complete civil design, from preliminary drawings to construction certification. Mr. Brown contributed during the design, bidding and construction phases of this new athletic complex that was completed using funds from a recently obtained Community Development Block Grant.

Loxahatchee Groves Town Center

Mr. Brown assisted with providing cost estimates to install an Equestrian Park Trail and remove fencing around this property.

State of Florida

Department of State

I certify from the records of this office that ENGENUITY GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on January 7, 1980.

The document number of this corporation is 650317.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on January 6, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of January, 2022*



Samuel R. Bruce
Secretary of State

Tracking Number: 9856166842CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Licensee Details

Licensee Information

Name:ENGENUITY GROUP, INC. (Primary Name)

Main Address:1280 NORTH CONGRESS AVENUE
SUITE 101
WEST PALM BEACH Florida 33409

County:PALM BEACH

License Mailing:

LicenseLocation:

License Information

License Type:Registry

Rank:Registry

License Number:7095

Status:Current

Licensure Date:02/21/1995

Expires:

Special Qualifications

Qualification Effective

Alternate Names

[View Related License Information](#)

[View License Complaint](#)

Florida UCP DBE Directory Vendor Profile

As Of: 06/23/2022

Vendor Name: ENGENUITY GROUP INC

Certification: DBE/MBE

Former Name:

Business Description: CIVIL ENGINEERING SURVEYING GIS MAPPING

Mailing Address:

1280 NORTH CONGRESS AVE STE 10
WEST PALM BEACH, FL 33409-

Physical Address:

1280 NORTH CONGRESS AVE STE 10
WEST PALM BEACH FL 33409-

District: 04

County: PALM BEACH

Website:

Contact Name: LISA TROPEPE

Phone: (561) 655-1151

Fax: (561) 832-9390

Contact Email: LTROPEPE@ENGENUITYGROUP.COM

Current DBE Certification: Certified

Certifying Member: Florida Department of Transportation

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

541330 - Engineering Services

541370 - Surveying and Mapping (except Geophysical) Services

Available Work Counties

Statewide

Available Work Districts

Statewide

State of Florida

Minority Business Certification

Engenuity Group, Inc

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
12/17/2021 to 12/17/2023



J. Todd Inman
Florida Department of Management Services

**Palm Beach County
Office of Equal Business Opportunity**

Certifies That
Engenuity Group, Inc.

Vendor # **VC0000106440**

*is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of
the Palm Beach County Code for a three year period from
February 26, 2022 to February 25, 2025*

The following services and/or products are covered under this certification:

**Civil Engineering; Highways; Streets; Airport Pay-Parking Lots - Engineering; Mapping &
Geographical Information Systems (GIS) Services; Sanitary Engineering; Surveyor Services, Land;
Water Supply, Treatment, and Distribution/Engineering**


Allen Gray, Manager
01/05/2022



Palm Beach County Board of County Commissioners

Robert S. Weinroth, Mayor
Gregg K. Weiss, Vice Mayor
Maria G. Marino
Dave Kerner
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

Firm Overview



REG Architects specializes in Architecture, Historic Preservation, Interior Design and Community Planning.

REG has been offering comprehensive design services for over 35 years. The firm was originally established by a father and son Architectural Team. The Firm's philosophy includes pursuing projects that are deemed important for the good of the local area.

Services range from commercial and residential building design, architectural site plans, neighborhood plan development, urban design, construction observation, feasibility studies, historic analysis, expert witness services, grant writing, public outreach, workshops and engagement, and interior design. Further, graphic design, animation and 3D SketchUp/Revit design have become staple products to help promote projects for our clients.

Major Clients

Palm Beach, Martin and St. Lucie Counties, The School Districts of Palm Beach and Martin Counties, The Cities of Palm Beach, West Palm Beach, Boynton Beach, Royal Palm Beach, Wellington, Delray Beach, Lake Worth, Tequesta, Palm Beach Gardens, Riviera Beach and Town of Lake Park. Seacoast Utility Authority, The Trump Organization, Palm Beach Polo, CityPlace, Diocese of Palm Beach and Marriott Hotels.



REG Architects Principal Team

Rick Gonzalez, AIA, President

Manuel Ayala, AIA, LEED AP, Vice President

Vlad Dumitrescu, AIA, LEED AP, Associate/Sr. Project Designer

Christine Merrell, AIA, Sr. Project Manager

Brian Laura, D. Arch, Sr. Project Manager

Aleli de la Vega, Assoc. AIA, Sr. Project Manager

The high quality of REG's professional services has resulted in the firm being nominated for, and receiving industry awards and recognition as a leader in the profession of Architecture at the state, local and national level. Numerous articles about the firm, its principals and its projects have been published.



Principals of the firm are also involved in local, county, state and national community boards and committees. These have included: United Way of Palm Beach County, Chamber of Commerce of the Palm Beaches, Cultural Council of Palm Beach County, City of West Palm Beach Planning Board, Florida Board of Architecture and Interior Design, Palm Beach County Historic Society, Palm Beach County Architectural Guidelines, the Florida Trust for Historic Preservation, Florida Historic Commission and others. In June 2020, Rick was appointed by President Donald J. Trump to the Advisory Council on Historic Preservation where he now serves as Board Expert Member.

**MBE / SBE / HISPANIC
CERTIFICATIONS**



Rick Gonzalez, AIA

President, Principal Architect
City of Residence: West Palm Beach, FL

REG
ARCHITECTS
since 1988

Registrations:

- State of Florida Licensed and Registered Architect #AR0014172
- NCARB Certified
- North Carolina #15319

Education:

- The Catholic University of America, Washington DC
Bachelor of Science in Architecture, 1984
Bachelor of Architecture, 1985
- Miami-Dade College, Miami, FL
Associate of Arts Degree, 1982
- Francisca Marroquin University, Guatemala City, Guatemala
Architectural Studies, 1980
- Autonomous University of Central America, San Jose, Costa Rica
Architectural Studies, 1979

Awards:

2021

- FTHP for Individual Distinguished Service
- FTHP for Adaptive Reuse Boynton Beach Arts & Cultural Center
- FTHP for Adaptive Reuse for 500 Orange Ave Event Center

2020

- AIA Palm Beach James Anstis, FAIA Gold Medal Award
- AIA Palm Beach Merit Award Excellence Historic Preservation Commercial or Institutional for Halsey Place
- AIA Palm Beach Honor Award Historic Preservation Commercial or Institutional for Boynton Beach Cultural Center

2019

- AIA Palm Beach Merit Award Excellence Historic Preservation Commercial for Halsey Place

Professional Experience:

Rick Gonzalez, AIA has over 37 years of experience in the architectural profession. Rick received two architectural degrees from the Catholic University of America in Washington, D.C., with additional course work completed at Miami-Dade College, Francisco Marroquin University in Guatemala City and the Autonomous University of Central America in San Jose, Costa Rica. Mr. Gonzalez is a member of the American Institute of Architects and was appointed to the Florida Historical Commission (FHC) by Governor Charlie Crist in 2008 (Vice-Chair 2011-2015) and to the Florida Board of Architecture and Interior Design (BOAID) by Governor Bush for two terms 2000-2007 (Chairman 2005 & 2006). Mr. Gonzalez is an award-winning architect, whose design standards have been used as examples for Palm Beach County's Architectural Guidelines, Florida CNU Guidebook & ULI Land Development Handbook. Mr. Gonzalez was also appointed by President Trump to be an Expert Member of the Advisory Council on Historic Preservation (ACHP) in March 2020 and was given PB AIA Gold Medal in November 2020.

Parks:

- Village of Tequesta Constitution Park, Tequesta
- Coleman Park & Community Center, West Palm Beach
- City of Sebastian Friendship Park, Sebastian
- Bayfront Park, St. Augustine
- Sara Sims Park, Boynton Beach
- Ocean Cay Park, Jupiter
- Carlin Park, Jupiter
- Halpatiokee Park, Stuart
- City of Miami Beach Parks Improvements
- Acerage Community Park South, Loxahatchee
- Marine Life Center Loggerhead Park, Juno Beach
- Vedado Park & Community Center, West Palm Beach

Governmental & Municipal Projects:

- Royal Palm Beach Village Hall, Royal Palm Beach, FL
- Martin County Fire Rescue Facility, Stuart, FL
- Indiantown Village Hall & Community Center, Indiantown, FL
- Fire Station No. 3, Riviera Beach, FL
- Fire Station No. 4, West Palm Beach, FL
- Fire Station No. 5 EOC, West Palm Beach, FL
- City of Sebastian City Hall and Police Station, Sebastian, FL
- Seacoast Utility Authority Headquarters, Palm Beach Gardens
- 1916 Palm Beach County Court House, West Palm Beach, FL
- Historic Lake Worth Beach Casino, Lake Worth, FL
- Sunset Lounge, West Palm Beach, FL
- Boynton Beach Arts and Cultural Center, Boynton Beach, FL
- Old Belle Glade City Hall, Belle Glade, FL
- House of Refuge, Stuart, FL
- Martin County Court House, Stuart, FL
- Northern Palm Beach County EOC, Palm Beach Gardens, FL
- Palm Beach County SWA Transfer Facility, Lantana, FL



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

GONZALEZ, RICARDO E JR

REG ARCHITECTS INC
120 S. OLIVE AVENUE, SUITE 210
WEST PALM BEACH FL 33401

LICENSE NUMBER: AR0014172

EXPIRATION DATE: FEBRUARY 28, 2023

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Manuel Ayala, AIA, LEED AP

Vice President

City of Residence: Royal Palm Beach, FL

REG
ARCHITECTS
since 1988

Registrations:

- State of Florida Licensed and Registered Architect #AR93934
- Leadership in Energy and Environmental (LEED) Accredited Professional
- Crime Prevention Through Environmental Design (CEPTED) Certified

Education:

- University of Miami
Bachelor of Architecture, 1996

Affiliations:

- American Institute of Architects,
Past President, Palm Beach
Chapter 2011-2012
- United States Green Building Council

Professional Experience:

Mr. Ayala is a Florida licensed and registered architect with over 25 years of experience in the design, management, and execution of a wide variety of project types including corporate offices, industrial, retail, multi-family residential, equestrian and educational buildings. Mr. Ayala's involvement in the profession extends beyond the walls of the office practice. He was a Board member of the American Institute of Architect's Palm Beach Chapter for five years, having served as the organization's President from 2011-2012.

Educational Projects:

Palm Beach County School District:

- Continuing Services Contract, Palm Beach County, FL
- Fulton Holland Educational Center, West Palm Beach, FL
- North County Service Center, Riviera Beach, FL
- Boca Raton Community High School, Boca Raton, FL
- Eagles Landing Middle School, Boca Raton, FL
- Wellington Elementary, Wellington, FL
- St. Jude Pre-K School with Gymnasium, Boca Raton, FL
- West Technical Education Center, Belle Glade, FL
- Bear Lakes Middle School, West Palm Beach, FL
- South Bus Compound, Boynton Beach, FL
- Santaluces High School, Lantana, FL
- Pahokee High School, Pahokee, FL
- Olympic Heights High School, Boca Raton, FL

Government & Municipal Projects:

- Seacoast Utility Authority, Palm Beach Gardens, FL
- Village Hall of Royal Palm Beach, Royal Palm Beach
- Indiantown Village Hall and Community Center, Indiantown, FL
- Federally Funded Housing Projects, Palm Beach County, FL
- West Palm Beach Housing Authority Cottages, Palm Beach County, FL
- Wellington Amphitheater, Wellington, FL
- Town of Palm Beach Dockmaster Buildings, Palm Beach, FL
- Historic Lake Worth Beach Casino, Lake Worth, FL
- Marina Place, Riviera Beach, FL
- Dunbar Senior Complex, West Palm Beach, FL
- Royal Palm Beach Amphitheater, Royal Palm Beach, FL
- Coleman Park, West Palm Beach, FL
- Fire Station #88, Riviera Beach, FL

Commercial & Mixed-Use Projects:

- Polo Club Shoppes and Restaurant, West Palm Beach, FL
- Regency at Avenir Clubhouse, Palm Beach Gardens, FL
- Hulett Environmental Headquarters, West Palm Beach, FL
- The Waterway, Riviera Beach, FL
- Eastpointe Country Club, Palm Beach Gardens, FL
- Sandhill Crane Clubhouse, Palm Beach Gardens, FL
- Village Commons Shipping Center, West Palm Beach, FL
- Centerpark Storage, Jupiter, FL



Ron DeSantis, Governor



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

AYALA, MANUEL H

418 MULBERRY GROVE RD
ROYAL PALM BEACH FL 33411

LICENSE NUMBER: AR93934

EXPIRATION DATE: FEBRUARY 28, 2023

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State of Florida

Minority Business Certification

REG Architects

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/03/2022 to 01/03/2024



J. Todd Inman
Florida Department of Management Services

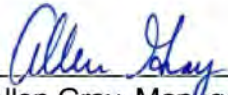
Palm Beach County Office of Equal Business Opportunity

Certifies That
REG Architects, Inc.
Vendor # **REGA0006**

*is a Small/Minority Business Enterprise (S/MBE) as prescribed by section 2-80.21 - 2.80.30 of
the Palm Beach County Code for a three year period from
March 20, 2021 to March 19, 2024*

The following services and/or products are covered under this certification:

**Architectural Services, Professional; Space Planning, Interior Design; Buildings -
Architectural Design; Designing Services; Architectural Consulting; Interior Design/
Decorator Services**


Allen Gray, Manager
03/04/2021



Palm Beach County Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

ALTON CITY PARK

PALM BEACH GARDENS, FLORIDA

Cotleur & Hearing was retained by Kolter to provide the planning and landscape architecture for this Palm Beach Gardens community park in the Alton community. The park features a community playground, a dog park with agility equipment, fitness workout stations, and multi purpose open space for various activities. It is a popular destination for families and individuals looking to enjoy outdoor recreation and exercise in a beautiful, natural setting. The park is well-maintained and provides a variety of amenities and activities for people of all ages to enjoy. Whether you want to take your dog for a run, play on the playground, or simply relax, the Alton City Park has something for everyone.



CLIENT:	Kolter Communities
LOCATION:	Palm Beach Gardens, Florida
PROJECT TYPE:	Recreational Community Park - Palm Beach Gardens/NPBCID
SERVICES PROVIDED:	Entitlements, Site Planning, Landscape Architecture, and Construction Documentation
PROJECT SIZE:	5 Acres
COMPLETION DATE:	2020
COST:	\$2.5 Million



Cotleur &
Hearing

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WWW.COTLEURHEARING.COM



CRESTWOOD PARK

VILLAGE OF ROYAL PALM BEACH, FLORIDA



Cotleur & Hearing was retained by the Village of Royal Palm Beach to provide planning and landscape architectural services for a 5.77 acre recreational park to include a large multi-purpose recreational field, playground, two basketball courts, two pickleball courts, two tennis courts, volleyball court, pavilions, and restroom facility. This new addition to the public parks within the Village is an example of the dedication the Village of Royal Palm Beach has to residents in providing recreation space throughout the Village. This unique park provides a variety of recreation activities and is positioned to take advantage of the adjacent canal for potential watercraft use.

CLIENT:	Village of Royal Palm Beach
LOCATION:	Village of Royal Palm Beach, Florida
PROJECT TYPE:	Recreational Community Park - Village of Royal Palm Beach
SERVICES PROVIDED:	Planning and Landscape Architecture
PROJECT COST:	\$1.65M
PROJECT SIZE:	5.77 Acres
COMPLETION DATE:	ETA 2024



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WWW.COTLEURHEARING.COM



CROSTOWN PARKWAY

PORT ST. LUCIE, FLORIDA



CLIENT: City of Port St. Lucie

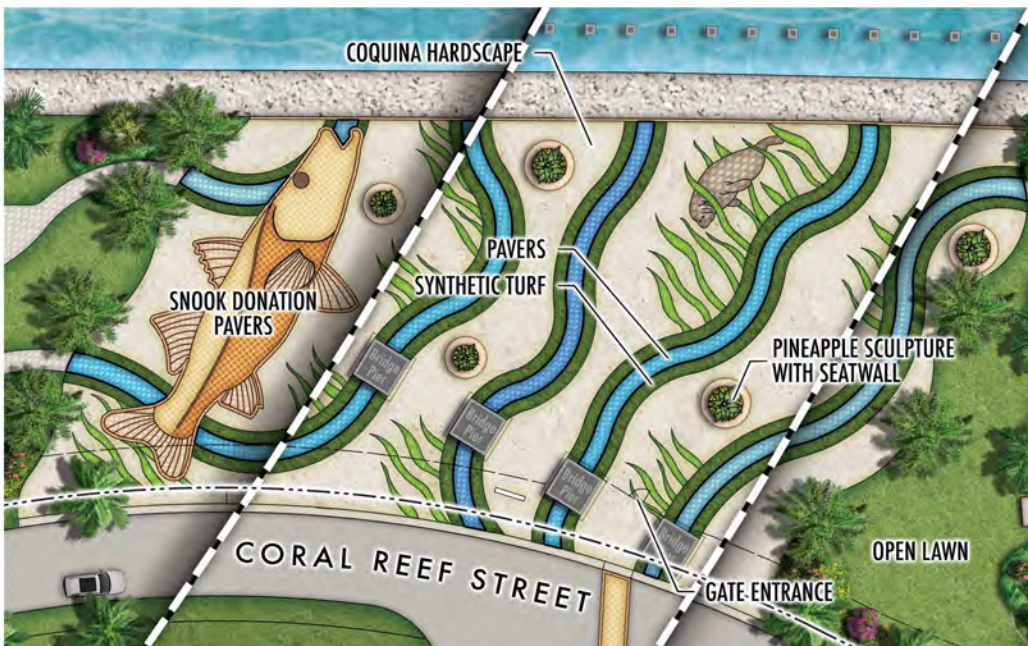
LOCATION: Port St. Lucie, Florida

PROJECT TYPE: Municipal

SERVICES PROVIDED: Zoning Entitlements, Site Planning and Landscape Architecture

PROJECT COST: \$500,000

COMPLETION DATE: November 2019



Cotleur & Hearing was retained by the City of Port St. Lucie to prepare a conceptual site plan for a park and plaza under the new bridge that will cross over the St. Lucie River connecting Crosstown Parkway and Manth Lane to U.S. 1. This is a conceptual plan and not currently approved by City of Port St. Lucie council.



Cotleur & Hearing, Inc. was retained by Florida Department of Transportation, District 4 to provide landscape, irrigation, hardscape and park design for this streetscape and waterfront park project. The 1.9 mile causeway connects Jensen Beach with Hutchinson Island and includes several waterfront park features like boat ramps, fishing piers, picnic pavilions, parking areas, restrooms and a playground. Cotleur & Hearing was responsible for assisting the department with the park layout and for specifying all site furniture including benches, bike racks, trash cans, BBQ grills and play areas. The proposed landscape plant palette is comprised of mostly native-coastal species that can tolerate the harsh waterfront conditions and also provide shade and wind protection and aesthetic interest. The irrigation system was also a design challenge because the use of potable water had to be minimized due to cost and environmental concerns. The final result was a combination of city water and well-water systems. With a landscape budget of approximately \$1 million, this project was completed in the winter of 2004.

Client:	Florida Department of Transportation
Location:	Jensen Beach, Florida
Project Type:	Streetscape Design
Services Provided:	Landscape Architecture, Irrigation Design
Project Size:	1.9 Miles
Project Cost:	\$50 Million



Cotleur &
Hearing

Sawfish Bay Park Jupiter, Florida



Cotleur & Hearing, Inc. was retained by the Town of Jupiter to provide a full range of landscape architecture services for this water-front park located on the Loxahatchee River in Jupiter including landscape, hardscape, irrigation design and construction administration. This park is located on historic property that was once the site of Jupiter's first school house and also contains ancient Indian shell mounds.

Client:	Town of Jupiter
Location:	Jupiter, Florida
Project Type:	Recreation, Waterfront Entertainment
Services Provided:	Hardscape Design, Irrigation Design, Landscape Architecture, Construction Administration
Project Cost:	\$1.8 Million
Completion Date:	2007

ANCHORAGE PARK VILLAGE OF NORTH PALM BEACH



DESCRIPTION

Engenuity Group has worked with the Village to provide a master plan for future

Improvements to Anchorage Park which includes replacing the existing seawall, adding floating docks and an observation/fishing pier, expanding parking spaces, and adding a new asphalt multi-purpose trail that runs throughout the park. Grant project management services include tracking grant time schedules and providing the Village with the required certification forms for grant closures. They provided boundary and topographic surveys to replace 250' of failing bulkheads just north of the existing boat ramp and 50' south of the boat ramp also. Construction plans for the new 1,500 linear foot asphalt pathway was created to conform with the current grant agreement. Through collaborating with Tessier Consulting, LLC, preparation of permit graphics for "Noticed General Permit" of irrigation well analysis was submitted. Field crews staked out the new area where the baseball fields will be relocated to.

Engenuity oversaw the irrigation plans by Wayne Villavaso Landscape Architecture, Inc., Seagrass Reconnaissance for the Marina by Isiminger and Stubbs Engineering, Inc.; master landscape plan was created by Gentile, Glas, Holloway, O'Mahoney & Assoc, Inc.; underwater structure inspections performed by Underwater Engineering Services, Inc.; Terracon provided Geotechnical Engineering Services; Alan Gerwig & Associates was responsible for the structural design, and Smith Engineering provided electrical services for the new floating dock that will be added to the park.

CONTACT INFO

Chuck Huff, Director of Special Projects
Village of North Palm Beach, FL
645 Prosperity Farms Road
North Palm Beach, FL 33408
chuff@village-npb.org
561-904-2139

PROJECT INFO

Completed: Ongoing

Duration: Ongoing

Fees: Vary

Construction Cost:

N/A

Change orders: None

Personnel:

Jennifer C. Malin P.S.M.

C. Andre Rayman, P.S.M.

Gary Rayman, P.S.M.

TEQUESTA CONSTITUTION PARK
COMMUNITY CENTER
TEQUESTA, FL



DESCRIPTION

Engenuity Group Inc. (EGI) provided a Boundary & Topographic Survey and Civil Engineering Services for the Tequesta Constitution Park Community Center Project. The Community Center will be a new addition to the existing pavilions, playgrounds, and skate park.

The Community Center will be approximately 13,500 GSF. Inside the building will consist of: Lobby, Waiting Area, Fitness Room, Multi-Purpose Space, Activity Room, Game Room, Offices, Break/Copy Room, Restrooms, Storage and Mechanical/Electrical Room.

The surveys provided by EGI were conducted on the entire site including pathways, structures, parking lots, and trees. After the completion of the survey EGI provided Civil Engineering services which included Schematic Design related to site plan assistance, design development, construction documents, permitting assistance, construction administration and final certifications for redesign of the basketball court and modifications & upgrades to existing park pathways.

CONTACT INFO

Christine Merrell, RA

Project Manager

REG Architects

300 Clematis Street, 3rd Floor

West Palm Beach, FL

CMerrell@regarchitects.com

(561) 659-2383 Ext 108

PROJECT INFO

Completed: 08/2022

Duration: 2.5 Years

Fees: \$40,300

Construction Cost: N/A

Change orders: None

Personnel:

Jennifer C. Malin P.S.M.,

C. Andre Rayman, P.S.M

Travis Morrell

Mariah Anderson

Adam Swaney, P.E.

Kender Louisius

Friendship Park Sebastian, FL

REG
ARCHITECTS
since 1988



Project Type:	Park, Masterplanning
Client:	City of Sebastian
Address:	1225 Main St. Sebastian, FL 32958
Contact:	Al Minner Former City Manager (352) 728-9704
Size:	13 Acres
Cost:	\$2 Million
Period:	2003
Status:	Completed

The architecture of the Sebastian Park was inspired by old Florida style architecture by incorporating metal roofs and heavy timber construction. The park consists of 13 acres, with a 1,500 SF tennis pro-shop and concessions building, a restroom building and several large, medium and small park pavilions. Additional park amenities include a baseball/softball field, 4 clay tennis courts with tennis pavilions, children's tot lot playground, shuffleboard courts, bocce ball and horseshoe courts and sand volleyball courts. Completing the project includes a trail way/or hiking thru the adjacent 300-acre Indian River County Park to the NW of the site.

REG#03005



Halpatiokee Park of Martin County Stuart, FL



Project Type: Parks, Municipal
Client: Martin County Parks and Recreation
Address: 8303 SW Lost River Rd
Stuart, FL 34997
Contact: Parks and Recreation Department
(772) 221-1418
Size: 3,750 SF building total
Cost: \$3 Million
Period: 2000 - 2003
Status: Completed

The project consisted of three buildings: a two-story 1,500 SF score keeper/concessions building, a one-story 750 SF soccer concessions building, and a one-story 1,500 SF maintenance building. All buildings are connected with pedestrian friendly walkways and surrounding playing fields.



REG#00014

Palm Beach County's Ocean Cay Park Jupiter, FL



Project Type: Government, Municipal & Other:
Parks & Recreation

Client: Palm Beach County Parks & Recreation

Address: 2188 Marcinski Road
Jupiter, FL 33477

Contact: Palm Beach County Parks & Recreation
(561) 233-1400

Size: Five Pavilions

Cost: \$2 Million

Period: 1998 - 2001

Status: Completed

This beach front park is designed in Old Florida style with heavy timbers, posts, beams and out lookers. All pavilions have metal roofs, and the restrooms have clapboard siding. This project entailed extensive coordination with coastal zone management and is all set on a lush tropical setting next to oceanfront homes and condominiums.



REG#97084



APPROACH TO PROJECT

Our approach to the Osbourne Park and Community Center master planning project will involve close collaboration with the Village Council and stakeholders of the Village of North Palm Beach to create a reimagined, reactivated, and revitalized project. Upon being awarded the contract, our first priority will be to meet with the Village to develop a project timeline and deliverable schedule that aligns with the Village's Capital Improvement Plan and expectations. We understand that the project will be led by the Village Council.

Cotleur & Hearing will facilitate and attend Village-wide meetings utilizing a collaborative design charrette format where the public, elected officials, and interested stakeholders are invited to participate in designing the Master Plan. Based on our experience, this process will yield several possible design solutions, which will be presented to the Village Council and community for review and feedback. Additional meetings will be facilitated to assist in evaluating alternatives and refining the conceptual design solutions. Cotleur & Hearing has extensive graphic communication expertise to create 3-dimensional models and renderings to effectively communicate the merits of the design. When the final design concept is accepted, Cotleur & Hearing will present the Osbourne Park and Community Center Master Plan to the Village Council for a draft review and then for a final adoption.

Detailed minutes will be provided after each meeting with Parks and Recreation Staff and Village Officials. Cotleur & Hearing will quantify results of each public charrette and surveys will be conducted and analyzed for similarities of public opinions and needs.

Being flexible and having the ability to adapt to changing preferences from a political standpoint, community needs perspective, or public opinion is very important for successful completion of this project. Cotleur & Hearing has the Planning and Landscape Architecture staff to facilitate the needs of a large charrette process and the ability to quantify the results and revise the Master Plan design to meet the needs of the project and interested stakeholders and decision-makers.

Cotleur & Hearing's project management will ensure constant communication and coordination with the Village Council and project stakeholders. We place strong emphasis on good record-keeping, as it is important to understand the history and evolution of the project and how and why certain decisions were made. Managing input from multiple groups, including outside agencies where necessary, requires the skills and relationships that Cotleur & Hearing has developed and perfected over the years in South Florida.

REFERENCES

COTLEUR & HEARING

PRIME CONSULTANT

.....**Palm Beach County**, Facility Compliance

2633 Vista Parkway
West Palm Beach, FL 33411

Contact: Mr. Fernando Del Dago (561) 233-0261
Director Capital Improvements
Facilities Development & Operations

.....**Town of Jupiter**

210 Military Trail
Jupiter, FL 33458

Contact: Mr. John Sickler (561) 741-2373
E-Mail: Johns@jupiter.fl.us

.....**Village of Royal Palm Beach**

1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411

Contact: Mr. Raymond C. Liggins, Jr. (561) 790-5165
E-Mail: rliggins@royalpalmbeach.com

.....**City of Pt. St. Lucie**

2195 S.E. Arioso Blvd.
Port St. Lucie, FL 34984

Contact: Mr. Brad Keen (772-344-4005)
E-Mail: bkeen@cityofpsl.com

.....**City of Westlake**

4001 Seminole Pratt Whitney Rd.
Westlake, FL 33470

Contact: Mr. Kenneth Cassell (954) 826-0056
E-Mail: kcassel@westlakegov.com

.....**Florida Department of Transportation**, District IV

3400 West Commercial Boulevard
Ft. Lauderdale, FL 33309

Contact: Mr.(Edward) Bann Williams (954) 777-4219
E-Mail: edward.williams@dot.state.fl.us

.....**Florida Power & Light Company**

P.O. Box 14000, PDP-JB
Juno Beach, FL 33408-0420

Contact: Mr. Greg Hall (561) 694-3284
E-Mail: Gregg.A.Hall@fpl.com

Note: The Proposer affirms that they have never been terminated or has withdrawn or resigned from any of its Florida government clients.

PROPOSED SCHEDULE

Cotleur & Hearing is committed to completing the project within the six-month (24 weeks) to nine-month (36 weeks) project schedule proposed by the Village, as described below. Please note that the schedule evaluates the six-month schedule in an effort to expedite the project as much as possible. We understand that nine months may be required.

Phase 1: 6-8 Weeks

- Visioning with Village Council and Stakeholders
- 30% Concept Design Plans with probable cost estimates

Phase 2: 6-8 Weeks

- 60% Concept Design Plans with probable cost estimates
- 90% Concept Design Plans with probable cost estimates
- 100% Concept Design Plans with probable cost estimates

Phase 3: 10-12 Weeks

- *List of value engineering and construction cost reductions
- *Village Council Draft Master Plan Presentation
- *Village Council Master Plan Adoption
- Village of North Palm Beach building permit preliminary review
- Environmental remediation plan, if required
- Construction phasing options with probable cost estimates
- *Multiple rendering that illustrates the final design
- 100% Construction Plan set

Cotleur & Hearing and our consulting team are available and committed to begin work immediately. Consistent with our core values we are “fanatically disciplined” to meet project schedules and deadlines.

See attached 24-Week CMP Schedule

Note:* Based on the Village of North Palm Beach’s agenda calendar, some activities may be shifted to Phase 2 in order to ensure adherence to the Project Schedule.

VILLAGE OF NORTH PALM BEACH
OSBORNE PARK AND COMMUNITY CENTER MASTER PLANNING

PROJECT SCHEDULE

[illegible]

RFQ EXHIBIT "B"
PROPOSER'S CERTIFICATION

SUBMIT ONE (1) ORIGINAL, FIVE (5) COPIES AND ONE (1) ELECTRONIC COPY OF YOUR QUALIFICATION PROPOSAL TO:

Village of North Palm Beach
Village Clerk's Office
501 U.S. Highway One,
North Palm Beach, FL 33408

RFQ TITLE: Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach's Osborne Park and Community Center

Proposal must be received **PRIOR TO 2:00 P.M. on February 10, 2023**, at which time proposals will be opened.

Proposer's Name: Cotleur & Hearing Landscape Architecture, LLC
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: 47-1877271

Address: 1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Fax Number: 561-747-1377

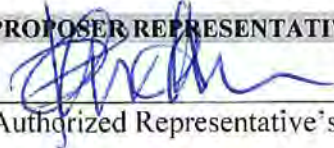
Telephone No.: 561-747-6336

E-mail Address: Dhearing@cotleur-hearing.com

Contact representative: Donaldson E. Hearing

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFQ, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will in good faith enter into contract negotiations with the Village utilizing the standard Village in accordance with the terms and conditions of this RFQ. No proposal may be withdrawn for a period of ninety (90) days following the opening of the proposals. The Proposer further acknowledges and affirms the certifications set forth in Section 7 of the RFQ.

PROPOSER REPRESENTATIVE WITH AUTHORITY TO BIND CONTRACT


Authorized Representative's Signature

02-10-2023

Date

Donaldson E. Hearing

Name

Principal

Position

CORPORATE SEAL - N/A

Attest By: Donaldson E. Hearing

Secretary

Signature:  Date: 02-10-2023

RFO EXHIBIT "C"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

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

by Donaldson E. Hearing, Principal
(print individual's name and title)
for Coteleur & Hearing Landscape Architecture, LLC
(print name of entity submitting sworn statement)

whose business address is 1934 Commerce Lane, Suite 1, Jupiter, FL 33458

and (if applicable) its Federal Employer Identification Number (FEIN) is: 47-1877271

(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.)**

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

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

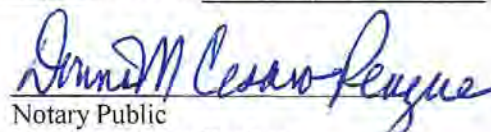
_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

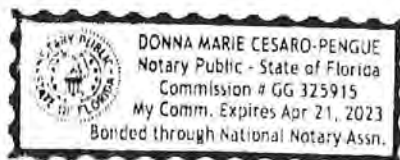
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM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



(Signature)

The foregoing document was sworn and subscribed before me this 10th day of February _____, 2023 by Donaldson E. Hearing, who is personally known to me or produced _____ as identification.


Notary Public
My Commission Expires:



RFO EXHIBIT "D"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by Donaldson E. Hearing, Principal
(print individual's name and title)
for Cotleur & Hearing Landscape Architecture, LLC
(print name of entity submitting sworn statement)

whose business address is 1934 Commerce Lane, Suite 1, Jupiter, FL 33458

and (if applicable) its Federal Employer Identification Number (FEIN) is: 47-1877271

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

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


- A. Does not participate in the boycott of Israel; and
- B. Is not on the Scrutinized Companies that Boycott Israel List.

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

- A. Is not on the Scrutinized Companies with Activities in Sudan List; and
- B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- C. Has not engaged in business operations in Cuba or Syria.

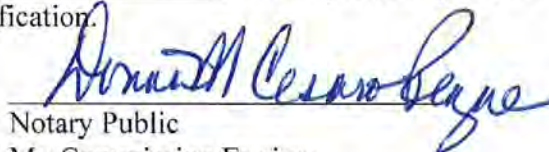
Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created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

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.



(Signature)

The foregoing document was sworn and subscribed before me this 10th day of February, 2023 by Donaldson E. Hearing, who is personally known to me or produced as identification.



Notary Public

My Commission Expires:

RFO EXHIBIT "E"
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a 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 violation 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 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 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 this statement on behalf of Cotleur & Hearing Landscape Architecture, LLC,
I certify that Cotleur & Hearing Landscape Architecture, LLC complies fully with the above requirements.



Authorized Representative's Signature

2-10-2023

Date

Donaldson E. Hearing
Name:

Principal
Position:

RFO EXHIBIT "C"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

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

by Rick Gonzalez, AIA, President
(print individual's name and title)
for REG Architects, Inc.
(print name of entity submitting sworn statement)

whose business address is 120 South Olive Ave Suite 210, West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0130307

(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

RFO EXHIBIT "D"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by Rick Gonzalez, AIA, President

(print individual's name and title)

for REG Architects, Inc.

(print name of entity submitting sworn statement)

whose business address is 120 South Olive Ave Suite 210, West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0130307

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

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


- A. Does not participate in the boycott of Israel; and
- B. Is not on the Scrutinized Companies that Boycott Israel List.

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

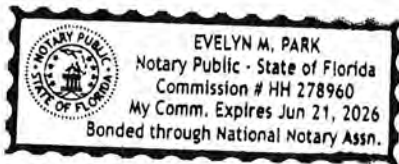
- A. Is not on the Scrutinized Companies with Activities in Sudan List; and
- B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- C. Has not engaged in business operations in Cuba or Syria.


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

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature) 

The foregoing document was sworn and subscribed before me this 20 day of January, 2023 by RICK GONZALEZ, who is personally known to me or produced as identification.




Notary Public

My Commission Expires: June 21, 2026

RFO EXHIBIT "E"
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a 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 violation 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 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 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 this statement on behalf of _____ company,
I certify that REG Architects, Inc. _____ complies fully with the above requirements.



Authorized Representative's Signature

1.20.23

Date

Rick Gonzalez, AIA

President

Name:

Position:

RFO EXHIBIT "C"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

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

by C. Andre Rayman, PSM, President
(print individual's name and title)
for Engenuity Group, Inc.
(print name of entity submitting sworn statement)

whose business address is 1280 N. Congress Avenue, Suite 101, West Palm Beach
FL 33409

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1959840

(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.)**

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

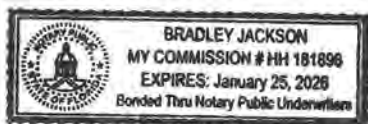
 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

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


(Signature)

The foregoing document was sworn and subscribed before me this 6th day of February, 2023 by C. Andre Rayman, who is personally known to me or produced as identification.




Notary Public
My Commission Expires: 1/25/2026

RFO EXHIBIT "D"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by C. Andre Rayman, PSM, President
(print individual's name and title)
for Engenuity Group, Inc.
(print name of entity submitting sworn statement)

whose business address is 1280 N. Congress Avenue, Suite 101, West Palm Beach
FL 33409

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-1959840

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

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


- A. Does not participate in the boycott of Israel; and
- B. Is not on the Scrutinized Companies that Boycott Israel List.

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

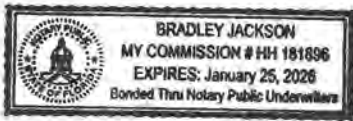
- A. Is not on the Scrutinized Companies with Activities in Sudan List; and
- B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- C. Has not engaged in business operations in Cuba or Syria.


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

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.


(Signature)

The foregoing document was sworn and subscribed before me this 6th day of February, 2023 by C. Andre Rayman, who is personally known to me or produced as identification.




Notary Public
My Commission Expires: 1/25/2026

RFO EXHIBIT "E"
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a 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 violation 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 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 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 this statement on behalf of Engenuity Group, Inc.,
I certify that Engenuity Group, Inc. complies fully with the above requirements.



Authorized Representative's Signature

2/6/2026

Date

C. Andre Rayman, PSM

Name:

President

Position:

VILLAGE OF NORTH PALM BEACH PARKS AND RECREATION

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: August 10, 2023

SUBJECT: **RESOLUTION** – Accepting a proposal from Daniels Fence Corp. to Install New Fencing Around the Community Center Athletic Field Due to Tornado Damage pursuant to pricing established in an existing Martin County Contract and authorizing execution of Contract

Background:

The Community Center grounds were severely impacted on Saturday, April 29, 2023, when a powerful EF-2 tornado, with winds reaching up to 130 mph, swept through the area. Several areas suffered extensive damage, including the majority of the athletic field fence.

Daniels Fence Corp. has presented a proposal to install new fencing around the athletic field of the Community Center. While a majority of the old fence was removed post-storm, most of the remaining sections are in good condition and can be reused.

The proposed purchase and installation carries a total cost of \$99,411.00.

Pricing:

The proposal from Daniels Fence Corp. is pursuant to pricing established in an existing contract with Martin County (Contract No. RFB-2020-3212), expiring April 6, 2024. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts. An additional quote was obtained from a qualified vendor to verify "fair market value" as required by the Village's purchasing policies and procedures. While the secondary quote was 2.5% lower in cost, Staff recommends utilizing Daniels Fence Corp. because the substantial time and resources savings in not having to initiate a competitive solicitation outweighs the minor cost difference.

Funding:

Staff has already initiated the process of seeking reimbursement from the Village's insurance company to cover the costs associated with the athletic field fence replacement due to tornado damage. This action aims to ensure that the financial burden of the restoration project is mitigated by utilizing the insurance coverage in place. A budget amendment will be prepared at year-end if necessary.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Parks & Recreation	A8028-34620	Repair & Maintenance	\$99,411.00

The attached Resolution and Contract 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 Accepting a proposal from Daniels Fence Corp. to install new fencing around the Community Center athletic field to replace tornado damaged fencing utilizing pricing established in an existing Martin County Contract at a total cost not to exceed \$99,411.00, with funds expended from Account Number A8028-34620 (Recreation – R&M Building & Grounds), and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM DANIELS FENCE CORP. FOR THE SUPPLY AND INSTALLATION OF NEW FENCING FOR THE COMMUNITY CENTER ATHLETIC FIELD PURSUANT TO PRICING ESTABLISHED IN AN EXISTING MARTIN COUNTY CONTRACT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of a contractor to replace tornado-damaged fencing at the North Palm Beach Community Center athletic field; and

WHEREAS, Village Staff recommended that the Contract be awarded to Daniels Fence Corp. pursuant to pricing established in an existing Contract for Goods and Services (RFP 2020-3212) with Martin County; and

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

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

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

Section 2. The Village Council hereby approves a Contract with Daniels Fence Corp. for the supply and installation of fencing at the North Palm Beach Community Center Athletic Field pursuant to pricing established in an existing Contract for Goods and Services (RFP 2020-3212) with Martin County and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village, a copy of which is attached hereto and incorporated herein. The total cost of this Contract shall not exceed \$99,411.00, with funds expended from Account No. A8028-34620 (Recreation – R&M Building & Grounds).

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2023, 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 DANIELS FENCE CORP., a Florida corporation (hereinafter “CONTRACTOR”).

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to replace the athletic field fencing at the North Palm Beach Community Center; and

WHEREAS, Martin County, through its competitive selection process, awarded a Contract for Goods and Services (RFP 2020-3212) (“Martin County Contract”) to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the Martin County 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 Martin County 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. Martin County Contract. The Martin Contract for Goods and Services (RFP 2020-3212) (“Martin County 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 Martin County Contract and at the direction of the VILLAGE, CONTRACTOR shall perform the services in accordance with its Proposal dated July 21, 2023, a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference.
 - B. The total cost of such services shall not exceed **\$99,411.00**, subject to adjustments based on the actual quantities in accordance with the unit pricing set forth in CONTRACTOR’S Proposal.
 - C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **one hundred and twenty (120) days** of the VILLAGE’s issuance of the notice to proceed.
4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

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

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

6. Term and Termination.

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

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

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the MARTIN COUNTY 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 Martin County 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. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

C. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded

costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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

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

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

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

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

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

1. Keep and maintain public requires required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

DANIELS FENCE CORP.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

DAVID NORRIS
MAYOR

ATTEST:

BY: _____

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY



**All Types and Styles • Commercial • Residential • Electric Gate Systems
Licensed • Bonded • Insured**

July 21, 2023

Proposal
Village of North Palm
Attn: Stephen Poh

Project Name: North Palm Beach Community Ballfields

SW Backstop Repair: To plumb one (1) 6 5/8" backstop post, remove and replace all 6 5/8" tension and brace bands, repair/replace 1 5/8" rails, re-stretch wire and retie as needed.

SW Dugouts (to remain in place): To remove and replace all 4" tension and brace bands, repair/replace 1 5/8" rails, re-stretch wire and retie as needed.

Perimeter 10' High Fence: To furnish and install 1,082' of 10' high black chain link fence; includes two (2) 12' x 10' high double-swing gates and two (2) 4' x 10' high walk gates. All fencing will have 1 5/8" top & middle rail and 6ga. bottom tension wire. All fence to have 6ga. wire (9ga. core). Price is based on reusing as much of the existing fence parts as possible.

NW Backstop/NE Backstop/SE Backstop: To remove approx. 160' of the top 10' of backstop on all three (3) fields; includes all new 6 5/8" tension and brace bands, repair/replace 1 5/8" rails, re-stretch wire and retie as needed. Price is based on reusing as much of the existing fence parts as possible.

Total..... \$ 99,411.00

***Alternate:** To install ss20 rail in lieu of ss40.

Total.....\$ 97,249.00

***Note:** Prices is based off of Martin County BOCC contract RFB-2020-3212

***Note:**

Price does not include permit or runner's fee

Price does not include the removal & disposal of existing fence and gates

Price does not include clearing, backfill, compaction, grubbing or grading

Price does not include survey or staking of fence line

Daniels Fence will not be held liable for unmarked private utilities (located by others)

Price does not include signed and sealed drawings with calculations

Price good for 10 days

Thank you,

Thomas Kahrhoff

Estimator/Project Manager

2700 Market Place • Stuart, FL 34997 • Phone: 772-283-2383 • Fax: 772-283-2565

E-Mail: Tom@DanielsFence.com

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**AMENDMENT TO AGREEMENT BETWEEN COUNTY AND CONTRACTOR
FOR GOODS AND SERVICES
RFB2020-3212**

THIS AMENDMENT #1 made and entered into this 7th day of April in the year 2023, by and between **MARTIN COUNTY**, a political subdivision of Florida, (Hereinafter "County"), 2401 SE Monterey Road, Stuart, Florida 34996 and **DANIELS FENCE CORP., INC.** (Hereinafter "Contractor"), 2885 SE Jefferson Street, Stuart, FL 34997.

WITNESSETH

WHEREAS, the **County** and **Contractor** entered into an Agreement for Fencing on April 7, 2020; and

WHEREAS, the **County** and **Contractor** desire to amend the Agreement to make the compensation provisions consistent.

WHEREAS, the **County** and **Contractor** desire to amend the Agreement to increase pricing referenced in Exhibit A of the original agreement due to an increase in labor and material costs.

NOW THEREFORE, in consideration of the promises, covenants, and mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed that the contract will be amended as follows:

1. The following sentence in Paragraph 7. Compensation is hereby deleted. "Prices shall remain firm for the duration of the contract and any renewals or extensions" and be replaced with the following "Price escalations and de-escalations will be considered annually and must be documented with written verifications of industry price."
2. Exhibit A of the original agreement is hereby replaced with Exhibit A - Amendment #1 to reflect an increase in labor and material costs.
3. All remaining pricing, terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the date first set forth above.

REVIEWED BY




Kevin Abbate
Parks & Recreation Director

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



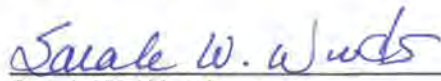
George Stokus
Assistant County Administrator

DANIELS FENCE CORP., INC.



Daniel Lawrence
President

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**



Sarah W. Woods
County Attorney

**EXHIBIT A
AMENDMENT #1**

**RFB2020-3212
FENCING**

DESCRIPTION	FT	Unit	Material Cost	Installation Cost per Hour
Galvanized Fence with Top Rail & tension Wire	4	LF	\$ 14.88	\$ 90.00
	6	LF	\$ 19.06	\$ 90.00
	8	LF	\$ 22.37	\$ 90.00
	10	LF	\$ 28.85	\$ 90.00
	12	LF	\$ 36.75	\$ 90.00
Galvanized Fence with Top Rail & Bottom Rail	4	LF	\$ 21.47	\$ 90.00
	6	LF	\$ 25.58	\$ 90.00
	8	LF	\$ 29.06	\$ 90.00
	10	LF	\$ 37.22	\$ 90.00
	12	LF	\$ 45.31	\$ 90.00
Galvanized Corner Post with Braces	4	EA	\$ 160.00	\$ 90.00
	6	EA	\$ 214.50	\$ 90.00
	8	EA	\$ 247.50	\$ 90.00
	10	EA	\$ 341.25	\$ 90.00
	12	EA	\$ 385.00	\$ 90.00
Galvanized Terminal Post with Braces	4	EA	\$ 120.00	\$ 90.00
	6	EA	\$ 165.00	\$ 90.00
	8	EA	\$ 198.00	\$ 90.00
	10	EA	\$ 262.50	\$ 90.00
	12	EA	\$ 297.50	\$ 90.00
Galvanized Gate with Posts, Braces & Wheels, Double Drive	6	EA	\$ 1,516.60	\$ 90.00
	8	EA	\$ 1,547.29	\$ 90.00
	10	EA	\$ 1,693.56	\$ 90.00
	12	EA	\$ 1,738.71	\$ 90.00
Galvanized Gate with Posts, Braces & Wheels, Roll	6	EA	\$ 1,447.55	\$ 90.00
	8	EA	\$ 1,491.02	\$ 90.00
	10	EA	\$ 1,860.78	\$ 90.00
	12	EA	\$ 2,047.94	\$ 90.00
Vinyl Coated Galvanized Fence with Top Rail & Tension Wire	4	LF	\$ 15.30	\$ 90.00
	6	LF	\$ 18.79	\$ 90.00
	8	LF	\$ 21.99	\$ 90.00
	10	0	\$ 26.72	\$ 90.00
	12	LF	\$ 30.00	\$ 90.00
Vinyl Coated Galvanized Fence with Top Rail & Bottom Rail	4	LF	\$ 20.21	\$ 90.00
	6	LF	\$ 24.04	\$ 90.00
	8	LF	\$ 27.37	\$ 90.00
	10	LF	\$ 32.55	\$ 90.00
	12	LF	\$ 36.02	\$ 90.00
Vinyl Coated Galvanized Corner Post with Braces	4	EA	\$ 240.00	\$ 90.00
	6	EA	\$ 305.25	\$ 90.00
	8	EA	\$ 330.00	\$ 90.00
	10	EA	\$ 428.75	\$ 90.00
	12	EA	\$ 472.50	\$ 90.00
Vinyl Coated Galvanized Terminal Post with Braces	4	EA	\$ 268.80	\$ 90.00
	6	EA	\$ 313.50	\$ 90.00
	8	EA	\$ 346.50	\$ 90.00
	10	EA	\$ 446.25	\$ 90.00
	12	EA	\$ 490.00	\$ 90.00

D.H.

DESCRIPTION	FT	Unit	Material Cost	Installation Cost per Hour
Vinyl Coated Galvanized Gate with Posts, Braces & Wheels, Double Drive	6	EA	\$ 1,790.25	\$ 90.00
	8	EA	\$ 1,956.49	\$ 90.00
	10	EA	\$ 2,446.68	\$ 90.00
	12	EA	\$ 2,601.29	\$ 90.00
Vinyl Coated Galvanized Gate with Posts, Braces & Wheels, Roll	6	EA	\$ 1,603.55	\$ 90.00
	8	EA	\$ 1,781.14	\$ 90.00
	10	EA	\$ 2,142.88	\$ 90.00
	12	EA	\$ 2,283.93	\$ 90.00
FDOT Type A Woven Wire Farm Fence W/ Metal Posts - FDOT Standard Plans (latest edition) Index 550-001	1	LF	\$ 13.53	\$ 90.00
FDOT Type B - 6' Chain Link Fence - FDOT Standard Plans (latest edition) Index 550-002	1	LF	\$ 33.83	\$ 90.00
FDOT Cantilever Slide Gate For Type B Chain Link Fence - FDOT Standard Plans (latest edition) Index 550-003	1	EA	\$ 9,487.50	\$ 90.00
				\$ 90.00
Post and Rail - Martin County Standard Detail P-60	1	LF	\$ 19.80	\$ 90.00
Labor Rate for Existing Fence Repairs	1	HR	\$ 90.00	
Material Markup for Parts		%	51%	

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

Bid form must be signed.

This form must be returned with bid. Bids on any other form will not be accepted.

DANIELS FENCE COMPANY, INC.

Company Name

2700 SE MARKET PLACE, SUITE 1

Street Address

Stuart, FL 34997

City, State, Zip

772 283-23.83

Telephone

Daniel Lawrence

Name of Authorized Representative (Print)

President

Title

dan@danielsfence.com

E-mail Address

Authorized Signature

[Handwritten signature]

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RENEWAL TO AGREEMENT FOR GOODS AND SERVICES

THIS RENEWAL #1 is made and entered into this 7th day of April, 2023 by and between MARTIN COUNTY, a political subdivision of Florida ("COUNTY"), and DANIELS FENCE CORP., INC. (CONTRACTOR).

WITNESSETH

WHEREAS, the COUNTY and CONTRACTOR entered into an Agreement for Goods & Services to provide FENCING pursuant to Martin County Contract #RFB2020-3212 dated April 7, 2020, and;

WHEREAS, the Term of the Agreement provides for the option to renew for an additional year, and;


WHEREAS, the COUNTY and CONTRACTOR desire to exercise the option to renew that Agreement.

NOW THEREFORE, in consideration of the premises and the mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed as follows:

1. The COUNTY exercises its option to renew this Agreement for one (1) year pursuant to the Term of the Agreement.
2. The CONTRACTOR agrees to this renewal.
3. The Agreement is hereby renewed until April 6, 2024.
4. Pricing and all remaining terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.
5. This Contract shall be effective beginning on the date first written above notwithstanding it or some of the Contract documents being signed on a different date.

IN WITNESS WHEREOF, the parties hereto have executed this renewal of this Agreement as of the date first set forth above.

DANIELS FENCE CORP., INC.


Daniel Lawrence
President

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

Krysti L. Brotherton
Digitally signed by Krysti L. Brotherton
Date: 2023.04.10 15:10:54 -04'00'
Krysti L. Brotherton, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

Please provide current contact information below and return this renewal with a copy of your most recent Certificate of Liability Insurance:

Name: RON Maglio
Phone number: - 772-260-9527
Email Address: RON@DANIELSFENCE.COM



AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES

THIS AGREEMENT, effective this 7th day of April in the year, 2020, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: Daniels Fence Corp., Inc.
(hereinafter CONTRACTOR) 2885 SE Jefferson Street
Stuart, FL 34997

Contract Name: Fencing

Contract Number: RFB2020-3212

Contract Term: Three (3) years plus two (2) 1-year renewal options

Not to Exceed Amount: \$1,000,000.00

WHEREAS, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Bids (RFB) and the Scope of Services; and

WHEREAS, COUNTY solicited competitive bids for such services pursuant to the Martin County bid number referenced on Page 1 of this Agreement; and

WHEREAS, COUNTY awarded the Bid to CONTRACTOR; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFB, which is incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed.** The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. **Time of Service.** Services shall be performed in a timely manner, as specified in the Request for Bid or as set forth herein.

3. **Term of Agreement/Option of Renewal.** This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. **Amendment of the Agreement.** This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. **Assignment/Subcontracting.** The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the RFB, without exception shall constitute approval for purpose of this Agreement.

6. Termination.

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

7. Compensation. COUNTY shall pay CONTRACTOR upon CONTRACTOR'S completion of, and COUNTY'S acceptance of, the services required herein, in the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit A. Prices shall remain firm for the duration of the contract and any renewals or extensions. County shall pay invoices in accordance with Section 218, Florida Statutes (Florida Prompt Payment Act).

8. Permit/ Licenses. CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. Public Records.

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

9.1.1. Keep and maintain public records required by the County to perform the Agreement.

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

9.1.3. 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 Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

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

9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

9.2 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 (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

10. Minimum Insurance Requirement. The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

- a. Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
- b. Worker's Compensation Insurance: The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.
- c. Commercial Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.

- d. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this agreement Commercial General Liability insurance Including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurance -	\$1,000,000
Personal/Advertising Injury -	\$1,000,000
Products/Completed Operations Aggregate -	\$2,000,000
General Aggregate -	\$2,000,000
Fire Damage -	\$100,000 and 1 fire
Medical Expense -	\$10,000 any 1 person

- e. Commercial Automobile and General Liability Insurance: The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.
- f. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

11. Indemnification. CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

15. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part 111, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

16. Documents Comprising Agreement. The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

- a. Martin County's Request for Bid and all of its addenda and attachments which are part of the RFB set forth above.
- b. Contractor's Certificate of Insurance required in the Request for Bid;
- c. Contractor's response to the RFB or soliciting document.

17. Dispute Resolution.

17.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

17.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

17.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

17.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

17.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

18. Confidential Information.

18.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software, and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or to such other Party's employees, contractors, or agents (a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Proprietary". Such information may be disclosed to those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, COUNTY shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, including but not limited to Section 119, Fla. Stat. Existence and terms of this Agreement shall constitute a public record and shall be subject to Section 119, Fla. Stat.. CONTRACTOR agrees to comply with the requirements of Sec. 119.0701, Fla. Stat.

18.2 If COUNTY receives a public records request for public records received from CONTRACTOR, including any public records request for Proprietary Information or for records that may be or may contain Proprietary Information, COUNTY shall promptly notify CONTRACTOR. The notice shall inform CONTRACTOR that it must promptly inform COUNTY, in writing, whether or not CONTRACTOR claims an exemption to the release of part or all of the requested public record. If CONTRACTOR claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If CONTRACTOR claims that an exemption applies to part of a requested public record, CONTRACTOR shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If CONTRACTOR promptly notifies COUNTY of a claim of exemption, COUNTY shall review the exemption claimed and decide whether to release the public records. If CONTRACTOR fails to promptly notify COUNTY that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and COUNTY shall release the record as requested.

18.3 CONTRACTOR will indemnify, defend, and hold COUNTY, COUNTY's elected officials, employees, agents, and attorneys and their successors (each an "Indemnatee") harmless of and from any claim brought or threatened against any Indemnatee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Proprietary Information, each of which may be defended, settled or pursued by COUNTY with counsel of COUNTY's choice but at the expense of CONTRACTOR, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnatee or agreed upon by any Indemnatee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnatee by CONTRACTOR.

18.4 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement, subject to Chapter 119 and other public records retention requirements set forth in Florida law.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

Krysti L. Brotherton

Krysti L. Brotherton
Purchasing Manager

Taryn Kryzda 5/8/2020
Taryn Kryzda
County Administrator

DANIELS FENCE CORP., INC.

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY BY COUNTY ATTORNEY**

Daniel Lawrence

Daniel Lawrence
President

EXHIBIT A

SCOPE OF SERVICES

Contract includes all labor, mobilization, materials, permit fees and services necessary for design, permitting, installation, repair and/or replacement of fencing throughout the County on an as needed basis.

Contractor must perform work during regular business hours except in cases of an emergency.

Contractor must respond within a 24-hour period for emergency fence repairs.

Contractor must be properly licensed and be capable of providing insurance required by the Agreement included with this Request for Bids (RFB).

All work shall be warrantied for one (1) full year from the date of completion of work.

Contractor shall be required to repair or restore any damage that is caused by their staff at the Contractor's expense.

Contractor's employees shall be required to wear or have identification of themselves as members of the Contractor's staff at all times. The Contractor may be asked to leave premises if in violation of this provision.

Contractor shall follow safety procedures, provide their staff with the proper safety equipment, and ensure they wear the equipment at all times while performing their work for the county. This includes proper footwear, hand and eye protection or other necessary safety equipment. The Contractor may be asked to leave premises if in violation of this provision.

Contractor shall be familiar with important safety procedures while working at water/wastewater treatment facilities and shall communicate to their staff that hazardous materials are present at these locations.

Contractor must use their own tools for any installation, repairs, and maintenance on-site.

Contractor shall dispose of all old fence materials in a lawful manner.

Specifications

All fencing shall be installed per Chain Link Fence Wind Load Guide for the Selection of Line Post and Line Post Spacing (WLG 2445) and Standard Practice for Installation of Chain-Link Fence (ASTM F-567 14a {2019} or latest edition).

Galvanized fencing material is to be 9 gauge. Knuckle and knuckle fencing shall be an option. All post and rails are to be SCH 40 and properly sized according to Chain Link Fence Wind Load Guide – WLG 2445. Contractor shall use steel ties only, no aluminum ties permitted. Excessive roughness or sharp protrusions existing on the fabric created during the manufacturing process shall be installed in such a manner that the protrusions are not facing the playing area for Park and Recreation sites.

Vinyl fencing is to be 9 gauge fused and bonded for Utilities sites.

Vinyl fencing is to be 9 gauge fused and bonded except for the bottom section of fencing with a backstop, which will be 6 gauge for Parks & Recreation sites.

FDOT Type A Woven Wire Farm Fence – FDOT Type A Fence shall comply with FDOT Standard Plans (latest edition) Index 550-001 with the exception that all fence posts shall be metal posts not wood posts.

FDOT Type B - 6' Chain Link Fence – FDOT Type B Fence shall comply with FDOT Standard Plans (latest edition) Index 550-002.

FDOT Cantilever Slide Gate for Type B Chain Link Fence – FDOT Type B Fence Cantilever Slide Gate shall comply with FDOT Standard Plans (latest edition) Index 550-003.

Post & Rail Fencing shall comply with Martin County Standard Details for Road & Site Construction and Public Facilities (latest edition) Detail P-60. A detail sheet for post and rail fencing is provided with this RFB.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

Martin County shall not be held to any minimum or maximum purchase quantities.

**RFB2020-3212
FENCING**

DESCRIPTION	FT	Unit	Material Cost	Installation Cost per Hour
Galvanized Fence with Top Rail & tension Wire	4	LF	\$ 9.30	\$ 47.00
	6	LF	\$ 11.44	\$ 47.00
	8	LF	\$ 13.56	\$ 47.00
	10	LF	\$ 16.97	\$ 47.00
	12	LF	\$ 21.62	\$ 47.00
Galvanized Fence with Top Rail & Bottom Rail	4	LF	\$ 13.42	\$ 47.00
	6	LF	\$ 15.50	\$ 47.00
	8	LF	\$ 17.61	\$ 47.00
	10	LF	\$ 21.27	\$ 47.00
	12	LF	\$ 25.89	\$ 47.00
Galvanized Corner Post with Braces	4	EA	\$ 100.00	\$ 47.00
	6	EA	\$ 130.00	\$ 47.00
	8	EA	\$ 150.00	\$ 47.00
	10	EA	\$ 195.00	\$ 47.00
	12	EA	\$ 220.00	\$ 47.00
Galvanized Terminal Post with Braces	4	EA	\$ 75.00	\$ 47.00
	6	EA	\$ 100.00	\$ 47.00
	8	EA	\$ 120.00	\$ 47.00
	10	EA	\$ 150.00	\$ 47.00
	12	EA	\$ 170.00	\$ 47.00
Galvanized Gate with Posts, Braces & Wheels, Double Drive	6	EA	\$ 919.15	\$ 47.00
	8	EA	\$ 937.75	\$ 47.00
	10	EA	\$ 967.20	\$ 47.00
	12	EA	\$ 993.55	\$ 47.00
Galvanized Gate with Posts, Braces & Wheels, Roll	6	EA	\$ 877.30	\$ 47.00
	8	EA	\$ 903.65	\$ 47.00
	10	EA	\$ 1,063.30	\$ 47.00
	12	EA	\$ 1,170.25	\$ 47.00
Vinyl Coated Galvanized Fence with Top Rail & Tension Wire	4	LF	\$ 9.56	\$ 47.00
	6	LF	\$ 11.39	\$ 47.00
	8	LF	\$ 13.33	\$ 47.00
	10	LF	\$ 15.27	\$ 47.00
	12	LF	\$ 17.14	\$ 47.00
Vinyl Coated Galvanized Fence with Top Rail & Bottom Rail	4	LF	\$ 12.63	\$ 47.00
	6	LF	\$ 14.57	\$ 47.00
	8	LF	\$ 16.59	\$ 47.00
	10	LF	\$ 18.60	\$ 47.00
	12	LF	\$ 20.58	\$ 47.00
Vinyl Coated Galvanized Corner Post with Braces	4	EA	\$ 150.00	\$ 47.00
	6	EA	\$ 185.00	\$ 47.00
	8	EA	\$ 200.00	\$ 47.00
	10	EA	\$ 245.00	\$ 47.00
	12	EA	\$ 270.00	\$ 47.00
Vinyl Coated Galvanized Terminal Post with Braces	4	EA	\$ 168.00	\$ 47.00
	6	EA	\$ 190.00	\$ 47.00
	8	EA	\$ 210.00	\$ 47.00
	10	EA	\$ 255.00	\$ 47.00
	12	EA	\$ 280.00	\$ 47.00

DESCRIPTION	FT	Unit	Material Cost	Installation Cost per Hour
Vinyl Coated Galvanized Gate with Posts, Braces & Wheels, Double Drive	6	EA	\$ 1,085.00	\$ 47.00
	8	EA	\$ 1,185.75	\$ 47.00
	10	EA	\$ 1,398.10	\$ 47.00
	12	EA	\$ 1,486.45	\$ 47.00
Vinyl Coated Galvanized Gate with Posts, Braces & Wheels, Roll	6	EA	\$ 971.85	\$ 47.00
	8	EA	\$ 1,060.20	\$ 47.00
	10	EA	\$ 1,224.50	\$ 47.00
	12	EA	\$ 1,305.10	\$ 47.00
FDOT Type A Woven Wire Farm Fence W/ Metal Posts - FDOT Standard Plans (latest edition) Index 550-001	1	LF	\$ 8.20	\$ 47.00
FDOT Type B - 6' Chain Link Fence - FDOT Standard Plans (latest edition) Index 550-002	1	LF	\$ 20.50	\$ 47.00
FDOT Cantilever Slide Gate For Type B Chain Link Fence - FDOT Standard Plans (latest edition) Index 550-003	1	EA	\$ 5,750.00	\$ 47.00
Post and Rail - Martin County Standard Detail P-60	1	LF	\$ 12.00	\$ 47.00
Labor Rate for Existing Fence Repairs	1	HR	\$ 90.00	
Material Markup for Parts		%	32%	

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

Bid form must be signed.

This form must be returned with bid. Bids on any other form will not be accepted.

Daniels Fence Corp., Inc
Company Name

2885 SE Jefferson Street
Street Address


Stuart, Florida 34997
City, State, Zip

772 283-2383
Telephone

Daniel Lawrence
Name of Authorized Representative (Print)

President
Title

dan@danielsfence.com
E-mail Address


Authorized Signature

1805 High Ridge Road
Lake Worth, FL 33461
Licensed and Insured



A FENCE BUILDERS, INC
Building Peace of Mind

(561) 249-0047
office@afencebuilders.com
www.afencebuilders.com

PROPOSAL CONTRACT

NAME: <u>The Village of North Palm Beach</u>	SOLD TO: <u>Stephen Poh</u>
ADDRESS: <u>1200 Prosperity Farms Rd</u>	<u>Superintendent of Parks & Recreation</u>
CITY: <u>North Palm Beach, FL 33408</u> ZIP: _____	E-MAIL: <u>spoh@village-npb.org</u>
	PHONE: <u>561-904-2128</u>
JOB LAYOUT WOOD PVC ALUMINUM CHAIN LINK CUSTOM	

Replace or repair damage due to windstorm @ ball field @ above address:

- 1) Replace 802 LF 10' high black 6 gauge coated chain link w/ SS-20 mid rail w/ 2 - 84" high WG - \$64211.49
- 2) Repair 206 LF 10' high black coated chain link south side by replacing fabric 6 gauge/fittings/ SS-20 mid rail - \$13655.91
- 3) Various repairs & modifications consisting of removing posts @ 3 dugouts; cut 21 posts @ 3 backstop disposing of excess, capping posts; reattach fabric w/ railing @ 1 backstop; install new railing @ 1 backstop; add new 84H" x 4"W WG to make DD access gate; Install existing gate; adjust existing gate; Straighten posts that are leaning & various minor repairs - \$8998.00
- 4) Replace 2 existing retaining pond enclosures - 1 @ 35' x 24', 1 @ 36' x 17', both 6' high galvanized CL w/ 1-4' wide WG each - \$5980.00
- 5) Replace 150 LF 4' high 2 rail Diamond Rail PT wood fencing @ front entrance - \$4140.50

DESCRIPTION: <u>See Above</u>	TOTAL COST: <u>\$96985.90</u>
<u>Above does NOT include a Village of PBG Building Permit but</u>	DEPOSIT: <u>\$48492.95</u>
<u>it is available @ cost to be determined @ issuance</u>	BALANCE DUE UPON COMPLETION: <u>\$48492.95</u>
	PERMIT INCLUDED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

All posts set in concrete. All gates include self-closing hardware as per PBC Pool Code.

PROPOSALS ARE GOOD FOR 14 DAYS. ONCE THIS PROPOSAL HAS BEEN SIGNED BY THE BUYER AND THE SELLER, THE PROPOSAL BECOMES A RETAIL INSTALLMENT CONTRACT RETAIL INSTALLMENT CONTRACT CONDITIONS ALL CONTRACTS REQUIRE A 50% DEPOSIT, WITH BALANCE DUE UPON COMPLETION.

BUYERS ARE RESPONSIBLE FOR FURNISHING NECESSARY SURVEYS AND/OR HOMEOWNER ASSOCIATION APPROVAL LETTERS IF APPLICABLE.

BUYER SHALL CLEAR ANY DEBRIS, SHRUBS, BUSHES, TREES, OR ANY OTHER OBSTRUCTION TO GIVE CLEAR ACCESS TO THE FENCE LINES. IF LINES ARE NOT CLEARED AT THE TIME OF INSTALLATION, THE BUYER AGREES TO PAY AN ADDITIONAL CHARGE OF \$75 FOR A TRIP CHARGE.

BUYER SHALL BE RESPONSIBLE FOR THE LOCATION OF THE FENCE INCLUDING BUT NOT LIMITED TO IRRIGATION LINES, UNDERGROUND CABLES AND LINES, AND GAS AND OTHER UTILITY LINES, UNLESS BUYER INFORMS SELLER OF THEIR EXACT LOCATION PRIOR TO INSTALLATION. IN THE EVENT THE BUYER REQUESTS SELLER TO INSTALL THE FENCE WITHIN 24 INCHES OF EITHER SIDE OF THE CABLE LOCATIONS OR CABLE MARGINS, BUYER SHALL BE RESPONSIBLE FOR ALL DAMAGES CAUSED BY THE INSTALLATION OF FENCE, INCLUDING SELLERS LABOR AND MATERIAL CHARGES, AND AGREES TO INDEMNIFY SELLER FOR THESE DAMAGES.

ANY CHANGES MADE TO THIS CONTRACT MAY RESULT IN ADDITIONAL CHARGES TO BE DETERMINED BY THE SELLER.

BUYER AGREES TO DO NECESSARY LANDSCAPING REQUIRED BY THEIR MUNICIPALITY AND/OR HOMEOWNERS ASSOCIATION. FURTHERMORE, THE BUYER AGREES TO DO THE NECESSARY LANDSCAPING WITHIN 60 DAYS OF COMPLETION OF THE FENCE INSTALLATION. IF LANDSCAPING IS NOT COMPLETED WITHIN 60 DAYS, BUYER AGREES TO PAY ADDITIONAL COSTS THAT MAY BE INCURRED.

BUYER AGREES THAT LANDSCAPE WORK IS NOT PART OF THIS CONTRACT.

BUYER AGREES THAT THE TITLE OF THE GOODS HEREIN DESCRIBED SHALL NOT PASS TO THE BUYER UNTIL ALL PAYMENTS OF THIS CONTRACT HAVE BEEN MADE AND FURTHER GIVES PERMISSION TO ACCESS THE PROPERTY FOR THE PURPOSE OF REPOSSESSING THE GOODS SOLD IN THIS CONTRACT.

IF SELLER HAS TO PAY ANY MONEY OR ENGAGE AN ATTORNEY TO COLLECT PAYMENT FROM THE BUYER, OR IF ANY ACTIONS FILED IN CONNECTION WITH THIS CONTRACT, SELLER SHALL BE ENTITLED TO RECOVER FROM BUYER ALL OF SELLERS COLLECTION COSTS AND SELLERS REASONABLE ATTORNEYS' FEES.

BUYER AGREES TO PAY AN ANNUAL INTEREST RATE OF 18 PERCENT (1.5 PERCENT PER MONTH) ON BALANCES PAST DUE.

ANY DEPOSITS WILL BE FORFEITED IF THIS CONTRACT IS CANCELED AT THE CUSTOMERS REQUEST UNLESS AGREED UPON BY BOTH PARTIES.

John Murphy
Seller

7/13/23
Date

Buyer

Date

VILLAGE OF NORTH PALM BEACH COUNTRY CLUB

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, General Manager

DATE: August 10, 2023

SUBJECT: **RESOLUTION** – Accepting a proposal from Musco Sports Lighting, LLC to purchase and install new tennis court LED Lighting at the NPBCC Tennis Center at a cost not to exceed \$650,000 pursuant to pricing established in an existing Sourcwell Contract and authorizing execution of Contract

Background:

The NPBCC Tennis Center features ten (10) lighted HarTru (clay) tennis courts. These ten courts are in five bays of two courts each facing north south. Currently, the lighting schematic for these ten courts consists of twenty (20) concrete poles on the perimeter and eleven (11) aluminum poles located down the middle of the bays. Several of the light box fixtures were loose and required the installation of temporary brackets to secure them for safety. All of the aluminum light poles are rusting and the concrete poles, erected in 1970, are compromised due to internal corrosion. Staff has had several vendors out to inspect the lighting system and all have recommended replacement due to the age and the failure of both the aluminum and cement structures.

This emergency replacement will create a safer work and play environment, reduce the energy consumed and result in lower utility costs and vastly improved quality of light.

Lighting Proposal:

Musco Sports Lighting, LLC has presented a proposal to remove the old pole lighting system and install a new turnkey Light Structure System™ with Total Light Control – TLC for LED™ technology. The current lighting system at the Tennis Center consists of old Metal Halide/HID lights, which require a ballast and a lengthy warm-up period to achieve full brightness, unlike the “instant-on” capabilities of LED technology. This innovative solution is highly regarded for retrofit installations across a range of venues, including multi-purpose fields, basketball courts, tennis facilities, and stadiums. The thirty-one (31) poles will be removed and replaced with twelve (12) galvanized steel poles with guaranteed light levels of 50 Footcandles, which will achieve the necessary lighting levels in accordance with the USTA (United States Tennis Association) standards. Musco's lights also come with a 25-year warranty.

The widespread adoption of Musco lighting by other local cities, counties, and institutions further strengthens Staff's confidence in its products. Florida Atlantic University (FAU), the City of Palm Beach Gardens, Palm Beach County, the Town of Jupiter, the City of Boca Raton, and the City of Delray Beach are just a few examples of entities that have embraced Musco lighting solutions.

Pricing:

The proposal from Musco Sports Lighting, LLC is pursuant to pricing established in an existing contract with Sourcwell (Contract No. 041123-MSL), expiring 06/16/2027. The Village's purchasing policies and

procedures authorize concurrent competitive purchasing on other state and local government contracts. A secondary quote was obtained from a qualified vendor to verify “fair market value” as required by the Village’s purchasing policies and procedures. Despite the lower cost provided by the secondary quote, Staff recommends selecting the higher quote based on reference checks.

To further inform our decision-making process, Staff looked into the experiences of other cities that have utilized the other lighting company. Unfortunately, the feedback was less than favorable. One city encountered electrical issues following the company’s work, and instead of taking responsibility, the company attempted to shift the blame onto the city. This lack of accountability raises concerns about the company’s professionalism and reliability.

Moreover, reports from other cities highlighted issues with glare and disruptive lighting from the other company’s LED field lights. Players and surrounding communities were affected by the excessive glare, indicating potential shortcomings in the company’s quality control. In addition, their lights were observed to turn on and off independently throughout the day and night due to the absence of contactors. This lack of control undermines the functionality and reliability of the lighting system.

Lastly, the other company offers a 10-year warranty on its equipment. While this might seem reasonable, it raises questions about the long-term reliability and support that the company can provide compared to Musco Lighting, which offers a 25-year warranty.

Considering all these factors, Staff believes that Musco Lighting is clearly the superior choice for the Village’s lighting needs at the NPBCC Tennis Center. The company’s extensive experience, innovative TLC technology, widespread adoption by other municipalities, compatibility with existing infrastructure, and reputation for excellence make Musco the ideal partner for this project. With Musco Lighting, the Village can provide our community with reliable, efficient, and high-quality lighting that enhances safety and enjoyment for years to come.

Funding:

Staff is seeking to utilize funds approved in the 2nd reading of Ordinance 2023-11 Country Club Budget Amendment, to purchase and install a new tennis lighting system in accordance with Village policies and procedures.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Country Club	Tennis	L8050-66210	Construction & Major Renovation	\$650,000

The attached Resolution and Contract 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 accepting the proposal submitted by Musco Sports Lighting, LLC for the purchase and installation of new tennis court LED Lighting at the NPBCC Tennis Center utilizing pricing established in an existing Sourcewell Contract at a total cost not to exceed \$650,000.00, with funds expended from Account Number L8050-66210 (Tennis – Construction & Major Renovation) and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH MUSCO SPORTS LIGHTING, LLC FOR THE PURCHASE AND INSTALLATION OF NEW TENNIS COURT LIGHTING AT THE NORTH PALM BEACH COUNTRY CLUB UTILIZING PRICING ESTABLISHED IN AN EXISTING SOURCEWELL AGREEMENT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the lighting system for the tennis courts at the North Palm Beach Country Club Tennis Center is need of replacement due to its deteriorated condition; and

WHEREAS, Village Staff solicited a proposal from Musco Sports Lighting, LLC for the installation of new LED lighting systems utilizing pricing established in an existing Sourcewell Agreement (Contract No. 041123-MSL); and

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

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

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

Section 2. The Village Council hereby approves a Contract with Musco Sports Lighting, LLC for the purchase and installation of a new LED lighting system at the North Palm Beach Country Club Tennis Center utilizing pricing established in an existing Sourcewell Agreement at a total cost of \$650,000.00, with funds expended from Account No. L8050-66210 (Tennis – Construction and Major Renovation), and authorizes the Mayor and Village Clerk to execute the Contract, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2023, 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 MUSCO SPORTS LIGHTING, LLC, 100 1st Avenue West, Oskaloosa, Iowa 52577, a foreign limited liability company authorized to do business in the State of Florida (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, the VILLAGE solicited a proposal from CONTRACTOR for the purchase and installation of a new lighting at the North Palm Beach Country Club Tennis Center; and

WHEREAS, CONTRACTOR provided a proposal utilizing pricing established in an existing Sourcewell Agreement (Contract No. 041123-MSL) with CONTRACTOR and has agreed to perform the work in accordance with the terms and conditions of this Contract.

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

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR's Services and Time of Completion.

- A. Contractor shall perform the Work in accordance with its Quote dated July 13, 2023 and accompanying Turnkey Scope of Work, copies of which are attached hereto and incorporated herein by reference.
- B. This Contract shall remain in effect until such time as the Work is completed, inspected and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.
- C. The total cost of the Work shall not exceed **Six Hundred and Fifty Thousand Dollars and No Cents (\$650,000.00).**
- D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **one hundred and twenty (120) calendar days.**

3. Compensation to CONTRACTOR.

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

4. Insurance.

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

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

5. Indemnification.

- A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.
- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

6. Compliance with all Laws, Regulations and Ordinances.

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

7. Termination

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

8. Warranty/Guaranty.

In addition to the twenty-five (25) year warranty provided by the manufacturer, CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies

of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties.

9. 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.

10. Protection of Work and Property.

- A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.
- B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.
- C. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

11. Miscellaneous Provisions.

- A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- B. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.

- C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of this Contract.
- D. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- E. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.
- F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.
- G. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of an express conflict between this Contract and CONTRACTOR's Estimate, the terms of this Contract shall control.
- H. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a

subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

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

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

- (1) Keep and maintain public records required by the VILLAGE to perform the service.
 - (2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
 - (4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.
- J. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when

requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

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

MUSCO SPORTS LIGHTING, LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

DAVID NORRIS
MAYOR

ATTEST:

BY: _____

JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____

VILLAGE ATTORNEY

Quote

Date: July 13th, 2023
To: Village of North Palm Beach

Project: Village of North Palm Beach Tennis
North Palm Beach, FL

Sourcewell
Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 041123-MSL

Quotation Price – Materials Delivered to Job Site and Installation

Tennis Courts – (5) Sets of 2 Courts \$650,000.00

Sales tax, bonding, and permitting fees are not included.

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 50 Footcandles and uniformity of 2.0:1.0

System Description

- Factory aimed and assembled luminaries
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Enhanced corrosion protection

Control Systems and Services

- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC
Taylor Knoot
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
Sourcewell purchase – contract number: 041123-MSL



Quote

Delivery Timing

8-10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- 240 Volt, 1 phase electrical system requirement.
- Structural code and wind speed = 2020 FBC, 170 mph, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.
- Owner is responsible for any permitting costs.
- Existing poles located in the center of the tennis courts will be removed and chipped down 6" below grade.
- Owner to provide location for a container for parts and materials needed onsite during installation.
- Once material is delivered, Musco subcontractor Davco Electric will need complete access to site including poles, storage, and complete access of site.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Sales Representative
Musco Sports Lighting, LLC
Phone: 954-629-8446
E-mail: tim.imhoff@musco.com



Scope of Work: Light-Structure System™ - Turnkey

Village of North Palm Beach Tennis North Palm Beach, Florida Turnkey Scope of Work

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.



Scope of Work: Light-Structure System™ - Turnkey

10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

Demolition:

1. Remove and dispose of the existing lighting poles, fixtures, and electrical enclosures. This will include the recycling of lamps, aluminum reflectors, ballast, and steel, as necessary.
2. Demolish existing foundations to 2 ft (0.6 m) below grade. Center tennis court poles to 6" below grade.
3. Leave existing power feed in place for connection to new pole locations.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 12 LSS foundations as specified on Layout and per the stamped foundation drawings, if applicable.
3. Remove spoils and dispose of off site.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect 12 dressed LSS Poles and aim utilizing the pole alignment beam.

Electrical:

1. Provide labor, materials, and equipment to reuse existing electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, **(if required)**.

Control-Link Control and Monitoring:

1. Provide labor, equipment, and materials to install (1) Musco control and monitoring cabinet and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link® by contacting Control-Link Central™ at 877-347-3319.



CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

1. GENERAL JOBSITE SAFETY AND CLEANLINESS.
 - a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
 - b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
 - c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
 - d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
 - e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
 - f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
 - g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
 - h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.



Scope of Work: Light-Structure System™ - Turnkey

- i. Jobsite shall be policed daily for compliance to the above conditions.
 - j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
- a. Review and understand installation instructions are provided with every product installation.
 - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
 - c. Verify that components have been assembled per Musco installation instructions.
 - d. Verify plumb of concrete foundations prior to standing of poles.
3. PROVIDING A QUALITY INSTALLATION TEAM.
- a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
 - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
 - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
 - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.

