VILLAGE OF NORTH PALM BEACH
REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS **THURSDAY, DECEMBER 14, 2023**
501 U.S. HIGHWAY 1 **7:00 PM**

David B. Norris	Susan Bickel	Vacant	Mark Mullinix	Deborah Searcy
Mayor	Vice Mayor	President Pro Tem	Councilmember	Councilmember

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

INSTRUCTIONS FOR "WATCH LIVE" MEETING

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

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

ROLL CALL

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 October 26, 2023
2. Minutes of the Special Session held November 15, 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.

3. **RESOLUTION** – Approving an Agreement for Vote Processing Equipment use and Elections Services with the Palm Beach County Supervisor of Elections; and authorizing execution of the Agreement.

4. **RESOLUTION** – Approving a Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement for Palm Beach County Law Enforcement Agencies; and authorizing the Mayor, Village Manager and Police Chief to execute the Agreement on behalf of the Village.

5. **RESOLUTION** – Approval a Contract with Perserverance Basketball, LLC to run and staff the Village's Spring Youth Basketball League at a total amount estimated to be between $30,000 and $37,000; and authorizing execution of the Contract.

6. **RESOLUTION** – Accepting the proposal of Eastern Pipeline Construction, Inc. for the replacement of a water service main at the North Palm Beach Country Club at a total cost of $46,000; and authorizing execution of the Contract.

7. **RESOLUTION** – Approving Amendment Number One to the Locally Funded Agreement with the State of Florida Department of Transportation to provide additional funding for the project in the amount of $6,365 to cover the cost of certain improvements related to the replacement of the U.S. Highway One bridge over the Earman River; and authorizing execution of the Amendment.

8. **RESOLUTION** – Approving an Agreement with Flock Group, Inc. for the Flock Safety License Plate Recognition System at a total cost not to exceed $53,200; and authorizing execution of the Agreement.

9. **RESOLUTION** – Accepting the proposal of Hinterland Group, Inc. for the milling and resurfacing of Fairhaven Place at a total cost of $43,200; and authorizing execution of the Contract.

10. **RESOLUTION** – Accepting the proposal of J.W. Cheatham, LLC for improvements to the intersection of Lighthouse Drive and Juniper Drive at a total cost of $27,825; and authorizing execution of the Contract.

11. Receive for file Minutes of the Residential Ad-Hoc Committee meeting held 9/12/23.

12. Receive for file Minutes of the Planning Commission meeting held 9/12/23.

13. Receive for file Minutes of the Waterways Advisory Board meeting held 9/26/23.

14. Receive for file Minutes of the Planning Commission meeting held 10/3/23.

15. Receive for file Minutes of the Waterways Advisory Board meeting held 11/2/23.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

16. **PUBLIC HEARING AND 2ND READING OF ORDINANCES 2023-21, 2023-22 AND 2023-23 – ANNEXATION OF THREE UNICORPORATED AREAS** Consider a motion to adopt and enact on second reading Ordinances 2023-21, 2023-22 and 2023-23 annexing three unincorporated areas within the Village's Future Annexation Area (Area 1 – Portage Landing and Hidden Key; Area 2 – Ellison Wilson Road; and Area 3 – Pirate's Cove/Canal Road).

OTHER VILLAGE BUSINESS MATTERS

17. **RESOLUTION** – **MINOR PUD AMENDMENT** Consider a motion to adopt a resolution approving a minor amendment to the Memory Care Commercial Planned Unit Development for the installation of an aluminum canopy over the outdoor seating area, the installation of five chimney stacks, and the installation of a wall sign on the east façade of the commercial outparcel building.

18. **RESOLUTION – AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** Consider a motion to adopt a resolution approving an Amendment to the Professional Services Agreement with WGI, Inc. to increase the total amount of compensation for Fiscal Year 2024 to a total amount not to exceed $113,000; and authorizing execution of the Amendment.

19. **RESOLUTION – HERITAGE DAY RIDES, AMUSEMENTS AND CONCESSIONS CONTRACT** Consider a motion to adopt a resolution accepting the proposal submitted by Big Fun, Inc. to provide rides, amusement and concessions for Heritage Day 2024 through 2026 at a total annual cost not to exceed $85,050; and authorizing execution of the Contract.

20. **RESOLUTION – BLANKET PURCHASE ORDER FOR MISCELLANEOUS LANDSCAPING AND GROUND MAINTENANCE SERVICES** Consider a motion to adopt a resolution approving a Fiscal Year 2024 Blanket Purchase Order with Precision Landscape Company of Palm Beach County, Inc. in an amount not to exceed $150,000 for miscellaneous landscaping and grounds maintenance services.

21. **RESOLUTION – FY 2024 CIP PURCHASE – PUBLIC WORKS VEHICLE REPLACEMENT** Consider a motion to adopt a resolution approving the purchase of one 2024 Ford F250 from Duval Ford and One 2024 Chevrolet Colorado from Duval Chevrolet at a total cost not to exceed $94,148.15; and authorizing the execution of a Budget Amendment to fund the purchase.

22. **RESOLUTION – PARTICIPATION AGREEMENT WITH PALM BEACH COUNTY FOR PUBLICATION OF LEGAL NOTICES** Consider a motion to adopt a resolution approving a Participation Agreement with Palm Beach County for publication of legal notices on the County designated publicly accessible website; and authorizing execution of all documents required for such participation; and revising the Village's Purchasing Policies and Procedures to allow for publication on the website.

23. **RESOLUTION – AIR HANDLERS PURCHASE AND INSTALLATION CONTRACT** Consider a motion to adopt and enact a resolution approving a Contract with Carrier Corporation for the purchase and installation of new air handlers at the Public Safety Building at a total cost of $238,829.02; and authorizing execution of the Contract.

24. **RESOLUTION – JANITORIAL SERVICES CONTRACT** Consider a motion to adopt a resolution accepting the proposal for Municipal Facility Janitorial Services from American Janitorial, Inc. at a total annual cost that shall not exceed $274,410.88; and authorizing execution of the Contract.

25. **RESOLUTION – LEASE AGREEMENT FOR COMMUNITY DEVELOPMENT DEPARTMENT OFFICE SPACE** Consider a motion to adopt a resolution approving a Lease Agreement with Document Storage Systems, Inc. for 2,827 square feet of office space at 701 U.S. Highway One for the Community Development Department; and authorizing execution of the Agreement.

26. **RESOLUTION – APPOINTING INTERIM COUNCILMEMBER** Consider a motion to adopt a resolution appointing a successor to fill a vacancy on the Village Council on an interim basis.

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
OCTOBER 26, 2023

Present:	David B. Norris, 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
Absent:	Susan Bickel, Vice Mayor

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Norris gave the invocation and President Pro Tem Aubrey led the public in the Pledge.

AWARDS AND RECOGNITION

Mayor Norris presented a Proclamation for Disability Employment Awareness Month to Torrance Bostic, Program Manager of Best Buddies and Sabrina Montero Gomez, Chapter President of Palm Beach Lakes High School Best Buddies.

Ms. Gomez gave a presentation on National Disability Employment Awareness Month. Mr. Bostic and Ms. Gomez thanked Council for the proclamation.

Mayor Norris presented a Certificate of Appreciation to former Village Manager Dr. Joe J. Eassa, Jr.

Dr. Eassa, Jr. expressed thanks and gave a history of his time with the Village as the Village Manager.

STATEMENTS FROM THE PUBLIC

Chris Ryder, 118 Dory Road S, expressed concern over ex parte communications not being declared over discussions with the Robbins Group regarding the proposed 200 Yacht Club Drive project. Mr. Ryder gave a history and expressed concerns on the Master Plan and the Zoning Code revisions that were made over the past few years.

Mayor Norris announced that item #3 was removed from the agenda.

CONSENT AGENDA APPROVED

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

Resolution approving a Second Amendment to the Contract with Hy-Byrd Incorporated to provide Building Inspection Services to extend the term through Fiscal Year 2024; and authorizing execution of the Second Amendment.

Receive for file Minutes of the Residential Ad-Hoc Committee meeting held 10/6/22.

Receive for file Minutes of the Residential Ad-Hoc Committee meeting held 11/29/22.

Receive for file Minutes of the Residential Ad-Hoc Committee meeting held 1/5/23.

Receive for file Minutes of the Recreation Advisory Board meeting held 9/12/23.

ORDINANCE 2023-20 – GENERAL FUND BUDGET FOR FISCAL YEAR 2023 AMENDMENT

A motion was made by President Pro Tem Aubrey and seconded by Councilmember Searcy to adopt on first reading Ordinance 2023-20 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED GENERAL FUND BUDGET FOR FISCAL YEAR 2023 TO ACCOUNT FOR THE USE OF INTEREST INCOME TO FUND UNFORESEEN AND UNBUDGETED EXPENSES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Village Manager Samia Janjua explained that during a preliminary year-end review of the Village's General Fund budgeted expenditures for Fiscal Year 2023, the review revealed unforeseen and unbudgeted expenses associated with the EF-2 Tornado, Hurricane Ian, and Hurricane Nicole. Insurance claims were filed, but the funds have not been received. Most of the costs have been absorbed except for two (2) items which were the replacement of sod and soil damaged by the tornado and the installation of new irrigation at the Community Center at a cost of $171,737.36 and the purchase and installation of new athletic field and basketball court lighting at the Community Center to replace tornado damaged systems at a cost of $443,028.

Mrs. Janjua explained that the estimate of costs for outstanding invoices would be revised prior to second reading of the ordinance if necessary.

Thereafter, the motion to adopt on first reading Ordinance 2023-20 passed with all present voting aye.

RESOLUTION 2023-92 – FIREFIGHTER PROTECTIVE CLOTHING PURCHASE

A motion was made by Councilmember Mullinix and seconded by Councilmember Searcy to adopt Resolution 2023-92 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AND AUTHORIZING THE PURCHASE OF FIREFIGHTER PROTECTIVE CLOTHING (BUNKER GEAR) FROM BENNETT FIRE PRODUCTS COMPANY, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING LAKE COUNTY CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2023-92 – FIREFIGHTER PROTECTIVE CLOTHING PURCHASE *continued*

Fire Chief J.D. Armstrong explained that the resolution was for the annual purchase of protective gear for the Fire Department. The bunker gear would be purchased from Bennett Fire Products Company, Inc. pursuant to pricing established in an existing Lake County Contract.

Thereafter the motion to adopt Resolution 2023-92 passed with all present voting aye.

MAYOR AND COUNCIL MATTERS/REPORTS

Councilmember Searcy stated that she and the Village Library participated in the "Read for the Record" event and that she read a book to 976 students.

Councilmember Searcy announced that Leisure Services had a Ghost Run and Halloween Event scheduled for the upcoming weekend.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff stated that he and his Executive Assistant Philippa Davis also participated in the "Read for the Record" event and read a book to a 3rd grade class at Allamanda Elementary School.

Mr. Huff gave an update on the proposed annexation of properties into the Village and discussed next steps stating that the Council meeting scheduled for November 9 would need to be rescheduled to a later date in order to meet legal requirements for the proposed annexation.

Mr. Rubin discussed and explained the legal requirements of the annexation process.

Discussion ensued between Mr. Huff, Mr. Rubin, and Councilmembers regarding what day and time to reschedule the November 9 Council meeting.

In conclusion, Council tentatively scheduled a Special Council Meeting on November 15 at 8 a.m.

Mr. Huff stated that he would confirm Vice Mayor Bickel's availability for that date and time.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:44 p.m.

Jessica Green, MMC, Village Clerk

BACKUP INFORMATION FOR THIS AGENDA ITEM TO BE PROVIDED.

VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jessica Green, Village Clerk

DATE: December 14, 2023

SUBJECT: **RESOLUTION – Election Services Agreement**

Since 2009, each Palm Beach County municipality has entered into an annual agreement with the Palm Beach County Supervisor of Elections (SOE) to supply voting equipment and provide election services for municipal elections.

The attached agreement details and allocates the duties, responsibilities, and fees associated with conducting municipal elections. The agreement provides the latest date of execution by its duly authorized representatives as its effective date.

The fees for a single municipal election are set forth on Exhibit A, "Supervisor of Elections Schedule of Municipal Election Fees" and for a single municipal run-off election on Exhibit B, "Supervisor of Elections Schedule of Municipal Run-Off Elections Fees." Due to the Uniform Municipal Elections being held in conjunction with the Presidential Preference Primary Election, the cost to the Village for services provided by the SOE for the March 19, 2024 election is decreased in comparison to Stand-Alone Municipal Elections. The amount paid to the Supervisor of Elections for the previous election held in conjunction with the Presidential Preference Primary Election on March 17, 2020 was $1,553.36.

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

Recommendation:

Village Administration recommends Council adoption of the attached resolution approving the Agreement for Vote Processing Equipment Use and Election Services by and between the Palm Beach County Supervisor of Elections and the Village of North Palm Beach and authorizing the Mayor and Village Clerk to execute the Agreement on behalf of the Village.

RESOLUTION 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE SAME; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2009, the Palm Beach County League of Cities, through its Ad Hoc Committee on Municipal Elections, negotiated an agreement with the Palm Beach County Supervisor of Elections to detail and allocate the duties, responsibilities and fees associated with conducting municipal elections commencing with the 2010 municipal election; and

WHEREAS, the Supervisor of Elections has presented the Village with a Vote Processing Equipment Use and Election Services Agreement for the 2024 election cycle, and the Village Council determines that the approval of the Agreement 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 the Vote Processing Equipment Use and Election Services Agreement by and between the Palm Beach County Supervisor of Election and the Village of North Palm Beach, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Agreement on behalf of the Village.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

2024 MUNICIPAL ELECTION(S)
VOTE PROCESSING EQUIPMENT USE
AND ELECTIONS SERVICES AGREEMENT

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as "SOE") and **_____, Florida** (hereinafter referred to as "MUNICIPALITY").

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of MUNICIPALITY'S Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Uniform Municipal Election during calendar year 2024, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations (Exhibit "A").

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified (Exhibit "A").

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training in accordance with Exhibit "A".

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the Municipal Fee Schedule(s) attached hereto as Exhibits "A" and "B". Where MUNICIPALITY holds elections in conjunction with the Presidential Preference Primary, the Fee Schedule in Exhibit "A" controls. In all other situations, Run-Off Election and Stand-Alone Election Fee Schedules set forth in Exhibit "B" control. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained in Exhibits "A" and "B" are subject to change.

4.3 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA'S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Elections. SOE shall prepare and arrange for publication of all legal advertising required by state and federal statutes in both English and Spanish and SOE shall be responsible for obtaining the accurate and complete translation of any such advertising. If additional advertisements are required by the MUNICIPALITY'S charter, ordinance(s) or resolution(s), MUNICIPALITY shall be responsible for preparing and arranging for publication of all such legal advertising which is not already satisfied under state and federal statutes. MUNICIPALITY shall be responsible for the accurate and complete translation of any such advertisements.

7.2 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents ($.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received. Except as set forth in the following paragraph, SOE shall complete signature verification of petitions within 30 days of receipt of the petitions from MUNICIPALITY.

When MUNICIPALITY provides SOE with candidate petitions before the signature verification cutoff deadline (before noon of the 28th day preceding the first day of qualifying), SOE will verify the signed petitions no later than the 7th day before the first day of qualifying. (*See* Section 99.095(3), Florida Statutes.) If the candidate reaches the required number of signatures, SOE will continue to verify timely submitted signed petitions until the candidate indicates in writing to stop verification.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

9.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall reimburse SOE for payment to printer if the MUNICIPALITY's races cause the ballot to add an additional page, in which case

MUNICIPALITY shall be responsible for the costs of the additional page. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed that is not otherwise being printed by SOE for the Presidential Preference Primary, including any additional pages required for MUNICIPLITY'S races or questions.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English. SOE agrees to provide, at MUNICIPALITY's cost and expense, translation of MUNICIPALITY's ballot language from English to Spanish, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for the cost of providing any translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will also be responsible for reimbursing SOE for any and all costs incurred in accordance with the fee schedule shown in Exhibit "B".

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers from a group of trained poll workers. SOE will assign standby poll workers to be available on Election Day. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall pay poll workers directly for their services.

10.3 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY shall pay poll workers directly for their services in the same amounts/at the same hourly rates that SOE pays poll workers which, as of

the Effective Date hereof, is set forth in Exhibit "B". If SOE changes the rates of pay/hourly rates SOE is paying poll workers, MUNICIPALITY agrees to pay the current rates of pay/hourly rates being paid by SOE at that time.

ARTICLE 11 – SELECTION OF POLLING PLACES

SOE shall provide a list of Polling Place(s) intended for use as a voting location. Each location shall meet necessary Americans with Disabilities Act (ADA) requirements. In the event of a run-off election, MUNICIPALITY shall provide ADA compliant Polling Places.

ARTICLE 12 – SAMPLE BALLOTS

12.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall prepare, proof and deliver sample ballot layout to third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s)(including the order of appearance on the ballot), polling locations, polling places and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election, including accurate polling place information.

12.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, SOE ***shall not*** create or mail sample ballots. If MUNICIPALITY wishes to create a sample ballot, SOE will post it on SOE's website.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email or in person. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, facilitate voter signature cures, accommodate public inspection of Vote-By-Mail ballot mailing envelopes and voter certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Florida Statute 101.68.

In the event of a run-off election and for all stand-alone municipal elections, if MUNICIPALITY doesn't use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which the MUNICIPALITIY's Canvassing Board is to assemble to canvass the Vote-By-Mail ballots. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit "B"). MUNICIPALITY must also ensure they have a Canvassing Board member present

for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment (Exhibit "A").

14.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, the SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup in accordance with the fee schedule set forth in Exhibit "B".

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

16.2 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, if MUNICIPALITY doesn't use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITIY's Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit "B"). MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this Agreement but both parties agree to work toward recording voter history in a timely manner.

ARTICLE 20 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,

B. Attorneys' Fees and Costs. Actual attorneys' fees and costs incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

ARTICLE 21 – HOLD HARMLESS COVENANT

To the extent permitted by law, MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses, including but not limited to administrative challenges, civil suits or other legal challenges or appeals that may arise from the contest of election results or the validation of any candidate qualifications, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. Except for negligent acts of SOE in performance of this agreement, MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond $200,000 for any one person or beyond $300,000 for any

judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by the MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third-parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful or intentional acts or omissions.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

Signature	Signature
Wendy Sartory Link Name (Printed or Typed)	Name (Printed or Typed)
Palm Beach County Supervisor of Elections Title	Title
Date	Date
Witness Signature	Witness Signature
Witness Name (Printed or Typed)	Witness Name (Printed or Typed)

EXHIBIT “A”

Palm Beach County Supervisor of Elections

Schedule of Municipal Election Fees

Presidential Preference Primary and Municipal Elections

2024

Standard Operation and Programming	
Polling Place Operations	
Ballot Preparation and Printing	
Vote-By-Mail (VBM) Ballot Requests and Postage	
Post-Election Reporting and Audit	
Service Center Operations and Tabulation	
Total (small municipality ≤ 2k registered voters = $600)	**$750.00**
VBM Services Other Than Required for PPP	
VBM Ballot Services – Per Ballot Processed	$6.91/Ballot
VBM Return Mail Postage Costs – Actual Cost	**TBD**
Unanticipated Costs	**TBD**

EXHIBIT “B”

Palm Beach County Supervisor of Elections

Schedule of Municipal Run-Off/Stand-Alone Election Fees

Presidential Preference Primary and Municipal Elections

2024

General Municipal Run-Off/Stand-Alone Election Services	**Estimated Costs**
Vote-by-Mail Ballot Services	$7.11/Ballot
Run-Off/Stand-Alone Election Day Services	$7,195.66
Precinct Services (per precinct)	$596.24
Accounting/Billing	$141.36
Polling Location Inspection (if applicable)	$ 66.53
POLL WORKER PAY Early Voting hourly rate: Site Supervisor: $19/hour Assistant Site Supervisor: $17/hour Inspector: $15/hour Election Day lump sum*: Clerk: $390.00 Assistant Clerk: $250.00 VST: $305.00 Inspector: $230.00 Precinct Deputy: $200.00 Standby Poll Worker (deployed by SOE): Paid at rate for the position which they are trained *Rate of pay is a lump sum that includes training and election day. The Clerk and VST pay rate also includes Monday set-up. Any additional items requested by the municipality will be invoiced separately	TBD
On call support ($2500 range)	Invoiced by Vendor TBD
VBM Return Postage Fees	$ .60

*Itemized invoices will be provided in the event of a run-off election.

Amber Sacks

From: Green Jessica <jgreen@village-npb.org>
Sent: Friday, October 13, 2023 1:15 PM
To: Amber Sacks
Subject: Possible Referendum Question

Follow Up Flag: Follow up
Flag Status: Flagged

> **Caution:** This is an external email. Please be careful when clicking links or opening attachments. Think before you click! When in doubt, just contact your IT Department.

Hi Amber,

When I replied to the Smart Sheet, the Village was not planning to have a referendum question on the ballot for the upcoming election. At last night's Council meeting, they discussed the possibility of having one now. Can you note on my information that the Village might be having a referendum question in addition to candidates on the ballot?

I will confirm with you as soon as I know for sure.

Thanks,

Jessica Green, MMC
Village Clerk | Village of North Palm Beach
Phone: (561) 841-3355 • Fax: (561) 881-7469
501 U.S. Highway 1 • North Palm Beach, FL • 33408

www.village-npb.org

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VILLAGE OF NORTH PALM BEACH
POLICE DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Rick Jenkins, Police Chief

DATE: December 14, 2023

SUBJECT: **RESOLUTION** – Approval of Palm Beach County Operational Assistance and Voluntary Cooperation Mutual Aid Agreement

---

The Village is currently a party to a Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement with other law enforcement agencies throughout Palm Beach County. This Agreement allows each such agency, including the Village, to receive and extend mutual aid in the form of law enforcement resources and to render assistance across jurisdictional lines as authorized by Chapter 23, Florida Statutes (Florida Mutual Aid Act).

As required by statute, the Agreement specifies, among other things, the nature of the assistance to be rendered, the agency that shall bear liability for acts undertaken pursuant to the Agreement, and the procedures for authorizing and requesting assistance. This Agreement replaces the existing Agreement and shall remain in effect through January 31, 2029.

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

There is no immediate fiscal impact.

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution approving the Palm Beach County Operational Assistance and Voluntary Cooperation Mutual Aid Agreement and authorizing the Mayor, Village Manager and Police Chief to execute the Agreement on behalf of the Village 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 COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION MUTUAL AID AGREEMENT FOR PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES AND AUTHORIZING THE MAYOR, VILLAGE MANAGER AND POLICE CHIEF TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is currently a party to a Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement with other law enforcement agencies throughout Palm Beach County; and

WHEREAS, the Agreement allows the agencies to receive and extend mutual aid in the form of law enforcement services and resources and to render assistance across jurisdictional lines as authorized by the Florida Mutual Aid Act (Section 23.12, et seq., Florida Statutes); and

WHEREAS, the Village Council determines that the execution of a renewed Agreement through January 31, 2019 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 hereby ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the Combined Operational Assistance and Voluntary Cooperation Mutual Aid Agreement, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor, Village Manager, and Police Chief to execute the Agreement on behalf of the Village.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal) _____
MAYOR

ATTEST:

_____
VILLAGE CLERK

PALM BEACH COUNTY LAW ENFORCEMENT AGENCIES
COMBINED
OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION

MUTUAL AID AGREEMENT

WITNESSETH

WHEREAS, the subscribing Law Enforcement Agencies as listed in ***Attachment*** *I,* which is incorporated by reference, are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

(1) Intensive situations, including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes, and

(2) Continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and,

WHEREAS, the subscribing Law Enforcement Agencies have the authority under Section 23.1225, Florida Statutes, et. seq., The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which:

(1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and;

(2) Provides for rendering of assistance in a law enforcement emergency as defined in Section 252.34.

NOW, THEREFORE, THE AGENCIES AGREE AS FOLLOWS:

SECTION 1: PROVISIONS FOR OPERATIONAL ASSISTANCE

The subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, public school graduations, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION II: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the subscribed Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and/or voluntarily render routine law enforcement assistance to the other, to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, controlled substance violations, pursuant to Chapter 893, Florida Statutes, DUI violations, backup services during patrol activities, School Police Officers enforcing laws within 1000 feet of a school or School Board property, inter-agency task forces and/or joint investigations, and coverage for overtime details.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that an agency that is a party to this Agreement is in need of assistance as set forth above, such agency shall notify the agency or agencies from whom such assistance is required. The Agency Head or his/her authorized designee whose assistance is sought shall evaluate the situation and his/her available resources and will respond in a manner he/she deems appropriate.

The Agency Head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

School District Police Officers are hereby authorized to enforce laws in an area within 1000 feet of a school or school board property and within 1000 feet of any school sponsored event including, but not necessarily limited to, public school graduations, proms, dances and project graduations.

Should a sworn law enforcement officer(s) be in another subscribed agency's jurisdiction and violation of Florida Statutes occurs, which is a crime of violence, in the presence of said officer, he/she shall be empowered to exercise authority as a law enforcement officer as if the officer was in his/her own jurisdiction. Should enforcement action be taken, said officer shall notify the agency having normal jurisdiction and upon the latter's arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the actions taken. This provision so prescribed in this paragraph is not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, and/or secure apprehension of violent criminals whom the law enforcement officer may encounter.

In any jurisdiction where the Sheriff of Palm Beach County has primary law enforcement responsibilities, the following shall apply: When a sworn law enforcement officer of a subscribing law enforcement agency has established probable cause *to* arrest an

individual(s) as a result of an investigation regarding any Forcible Felony, as defined in Section 776.08, Florida Statutes, or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer, he/she is authorized to make this arrest in any jurisdiction where the Sheriff has primary law enforcement responsibilities upon exigent circumstances and provided said offense occurred within the previous **seventy-two (72)** hours. Prior to any officer making any such arrest pursuant to this paragraph, the officer shall notify the Palm Beach County Sheriff's Office Commanding Officer in charge of the district in which the action will be taken. This paragraph does not include the authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent.

In all other jurisdictions within the Palm Beach County, the following shall apply: Sworn law enforcement officers of subscribing law enforcement agencies are hereby authorized to exercise the power to make arrests in any subscribing agency's jurisdiction of persons identified as a result of investigations regarding any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, that occurred within the jurisdiction of the arresting officer. However, this paragraph does not include authority to make non-consensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this paragraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent. Prior to any officer taking enforcement action pursuant to this paragraph, the officer shall notify the Commanding Officer in charge of the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable.

The Agency Head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS:

Whenever a Law Enforcement Officer is rendering assistance pursuant to this Agreement, the Law Enforcement Officer shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or

standard operating procedure is contradicted, contravened or otherwise, in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

HANDLING COMPLAINTS:

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the Agency Head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

1. The identity of the complainant.

2. An address where the complaining agency can be contacted.

3. The specific allegation.

4. The identity of the employees accused without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information with all pertinent documentation gathered during the receipt and processing of the complaint shall be forwarded without delay to the Agency Head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each agency engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such agency's employees while engaged in rendering such aid pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

A. Employees of each participating Law Enforcement Agency, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits, but inside the State of Florida, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

B. Each agency agrees to furnish necessary personnel, equipment, resources and facilities and to render services to each other agency to the Agreement as set forth above; provided however, that no agency shall be required to deplete

unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

C. Communication with personnel from outside agencies will be accomplished with a shared radio frequency. Should the agency furnishing aid not have the capability to communicate on a shared radio frequency, then the requesting agency will either provide radios to the personnel of the agency furnishing aid or pair personnel from the agency furnishing aid with personnel from agencies that have the capability to communicate on a shared radio frequency.

D. A political subdivision that furnishes equipment pursuant to this part must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

E. The agency furnishing aid pursuant to this section shall compensate its employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.

F. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect to paid, volunteer, auxiliary, and reserve employees.

G. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

H. Nothing in this Agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION VII: **EFFECTIVE DATE.**

This Agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until **January 31, 2029.** On or about **September 30, 2027,** a committee will be established by the Palm Beach County Association of Chiefs of Police, Inc., to review this Agreement and revise, if necessary. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

SECTION VIII: **CANCELLATION**

Any agency may cancel their participation in this Agreement upon delivery of written notice to the other agencies. Cancellation will be at the direction of any subscribing agency.

IN WITNESS WHEREOF, the agencies hereto cause these presents to be signed on the date specified.

ATTEST:

CITY OF ATLANTIS:

Allan Kaulbach, Mayor (date)

Robert G. Mangold, Chief of Police (date)

Brian Moree, City Manager (date)

(date)

CITY OF BOCA RATON:

Scott Singer, Mayor (date)

Michele Miuccio, Chief of Police (date)

Leif Ahnell, City Manager (date)

(date)

CITY OF BOYNTON BEACH:

Ty Penserga, Mayor (date)

Joseph DeGiulio, Chief of Police (date)

Daniel Dugger, City Manager (date)

(date)

CITY OF DELRAY BEACH:

Shelly Petrolia, Mayor (date)

Russ Mager, Chief of Police (date)

Terrence Moore, City Manager (date)

(date)

FLORIDA ATLANTIC UNIVERSITY:

Stacy A. Volnick, President (date)

Sean Brammer, Chief of Police (date)

(date)

(date)

TOWN OF GULFSTREAM:

Scott Morgan, Mayor (date)

Richard Jones, Chief of Police (date)

Gregory Dunham, Town Manager (date)

(date)

TOWN OF HIGHLAND BEACH:

Natasha Moore, Mayor (date)

Craig Hartmann, Chief of Police (date)

Marshall Labadie, Town Manager (date)

(date)

TOWN OF HYPOLUXO:

Michael Brown, Mayor (date)

Sean M. Scheller, Chief of Police (date)

Dixie Gualtieri, Deputy Clerk (date)

(date)

TOWN OF JUNO BEACH:

Alexander Cooke, Mayor (date)

Brian J. Smith, Chief of Police (date)

David Dyess, Town Manager (date)

(date)

TOWN OF JUPITER:

Jim Kuretski, Mayor (date)

David England, Chief of Police (date)

Frank Kitzerow, Town Manager (date)

(date)

TOWN OF JUPITER INLET COLONY:

Milton Block, Mayor (date)	Daniel Kerr, Chief of Police (date)
Kevin Lucas, Town Administrator (date)	(date)

TOWN OF LAKE CLARKE SHORES:

Greg Freebold, Mayor (date)	William W. Smith, III, Chief of Police (date)
Joseph Lo Bello, Town Manager (date)	(date)

TOWN OF LANTANA:

Karen Lythgoe, Mayor (date)	Sean M. Scheller, Chief of Police (date)
Brian K. Raducci, Town Manager (date)	(date)

TOWN OF MANALAPAN:

Stewart Satter, Mayor (date)	Carmen Mattox, Chief of Police (date)
Linda A. Stumpf, Town Manager (date)	(date)

VILLAGE OF NORTH PALM BEACH:

David Norris, Mayor (date)	Rick Jenkins, Chief of Police (date)
Chuck Huff, Village Manager (date)	(date)

TOWN OF OCEAN RIDGE:

Geoff Pugh, Mayor (date)	Scott McClure, Chief of Police (date)
Lynne Ladner, Town Manager (date)	(date)

TOWN OF PALM BEACH:

Danielle H. Moore, Mayor (date)	Nicholas Caristo, Chief of Police (date)
Kirk Blouin, Town Manager (date)	

PALM BEACH COUNTY SHERIFF'S OFFICE:

(date)	Ric L. Bradshaw, Sheriff (date)
(date)	

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA:

Karen Brill, Chairman (date)	Sarah Mooney, Chief of School Police (date)
Michael J. Burke, Superintendent (date)	(date)

CITY OF PALM BEACH GARDENS:

Chelsea Reed, Mayor (date)	Clinton Shannon, Chief of Police (date)
Ronald Ferris, City Manager (date)	(date)

VILLAGE OF PALM SPRINGS:

Beverly Smith, Mayor (date)	Thomas Ceccarelli, Chief of Police (date)
Michael Bornstein, Village Manager (date)	(date)

CITY OF RIVIERA BEACH:

Ronnie Felder, Mayor (date)	Michael Coleman, Chief of Police (date)
Jonathan Evans, City Manager (date)	(date)

STATE ATTORNEY FOR THE FIFTEENTH JUDICIAL CIRCUIT IN AN FOR PALM BEACH COUNTY:

(date)	State Attorney Fifteenth Judicial Circuit.In and For Palm Beach County, Florida (date)
(date)	(date)

VILLAGE OF TEQUESTA:

Molly Young, Mayor (date)	Gustavo Medina, Chief of Police (date)
Jeremy Allen, Village Manager (date)	(date)

CITY OF WEST PALM BEACH:

Keith James, Mayor (date)	Frank Adderley, Chief of Police (date)
Faye Johnson, City Administrator (date)	(date)

Attachment I

Atlantis Police Department
Boca Raton Police Department
Boynton Beach Police Department
Delray Beach Police Department
Florida Atlantic University
Gulfstream Police Department
Highland Beach Police Dept.
Hypoluxo-Town of
Juno Beach Police Department
Jupiter Police Department
Jupiter Inlet Colony Police Department
Lake Clarke Shores Police Department
Lantana Police Department
Manalapan Police Department
North Palm Beach Police Department
Ocean Ridge Police Department
Palm Beach Police Department
Palm Beach County Sheriff's Office
The School Board of Palm Beach County, Florida
Palm Beach Gardens Police Department
Palm Springs Police Department
Riviera Beach Police Department
State Attorney, Fifteenth Judicial Circuit for Palm Beach County
Tequesta Police Department
West Palm Beach Police Department

VILLAGE OF NORTH PALM BEACH
LEISURE SERVICES

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: December 14, 2023

SUBJECT: **RESOLUTION** – Approval of an Agreement with Perseverance Basketball, LLC to run and staff the Village's Spring Youth Basketball League

---

Perseverance Basketball was founded by Nate Vera, a former high school basketball coach in Palm Beach County. The organization teaches basketball fundamentals to athletes of all ages and skill levels. They host programs in other nearby cities and usually have a waiting list. Some of their programs include camps, clinics, and leagues.

The Village's Parks and Recreation Department has partnered with Perseverance to run skills-based clinics with scrimmages as well as youth summer day camps. The Department has contracted with Perseverance since 2022 to run and staff the Village's youth basketball league. 200 kids have registered for the program each of the last two years. Staff received positive feedback from both parents and players.

Staff is proposing that Perseverance Basketball again run the Village's basketball league this Spring. It is an opportunity for kids to learn the sport from qualified coaches, as opposed to volunteers. Perseverance's coaches are actually staff members.

Perseverance has name recognition. Partnering with them allows us to draw in kids that are on current waiting lists in nearby cities. Age groups include kindergarten through ninth grade. Participants are guaranteed one practice and one game per week. New this year will be a girls-only league.

Similar to last season, Staff will collect all registration monies and pay Perseverance a fee based on the number of kids registered. The cost to participants will be $155 for residents and $175 for non-residents, much lower than the rates in nearby cities for Perseverance. Registration includes a jersey, trophy, and end-of-season cookout party.

Perseverance's cost breakdown to run the league is as follows:

1.	One (1) to forty-nine (49) participants:	$ 5,000.00
2.	Fifty (50) to ninety-nine (99) participants:	$ 7,500.00
3.	One hundred (100) to one hundred-forty-nine (149) participants:	$10,000.00
4.	One hundred fifty (150) to one hundred ninety-nine (199) participants:	$12,500.00
5.	Two hundred (200) to two hundred forty-nine (249) participants:	$15,000.00
6.	Two hundred fifty (250) to two hundred ninety-nine (299) participants:	$17,500.00

7. Three hundred (300) to three hundred forty-nine (349) participants: $20,000.00

To staff the league, Perseverance will provide qualified coaches at a cost of twenty dollars ($20.00) for each practice and for each game per age group (by way of example, the coach of each team would be compensated $20.00 for each practice and $20.00 for each game each week for a total of $40.00). One (1) coach shall be required for every nine (9) participants.

Last season, Staff registered 201 kids, which amounted to 22 teams. The Village paid $15,000 to Perseverance for the league fee and an additional $7,920 in coaching fees. Perseverance also handled the officials, which amounted to $5,850, and scorekeepers ($1,425), for a grand total of $30,195. This year, Staff expects both revenues and fees payable to Perseverance to be relatively the same or slightly higher, depending on the number of registered participants. Our goal is to register 250, so the Department is budgeting for the higher end. Therefore, the need for Council approval, since the expected fees to Perseverance will most likely be between $30,000 and $37,000. Based on last year's registration numbers and the percentage of residents vs. non-residents, the Village can expect to generate $33,000 in revenues for 200 kids or $42,000 for 250 kids.

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving an Agreement with Perseverance Basketball, LLC to run and staff the Village's Spring Youth Basketball League at a cost not to exceed $37,000, with funds expended from Account No. A8228-35630 (Sports League Expense), and authorizing the Mayor and Village Clerk to execute the Agreement 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 PERSEVERANCE BASKETBALL, LLC TO RUN AND STAFF THE VILLAGE'S SPRING YOUTH BASKETBALL LEAGUE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department requested approval of a Contract with Perseverance Basketball, LLC to run and staff the Village's 2024 Spring Youth Basketball League; and

WHEREAS, while the expense will be offset by revenues generated from registration fees, Village Council approval is required because the amount paid to Perseverance for its services is estimated to exceed $25,000; and

WHEREAS, the Village Council determines that the execution of a Contract with Perseverance Basketball, LLC 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 and are incorporated herein.

Section 2. The Village Council hereby approves a Contract for Youth Basketball Services with Perseverance, LLC to run and staff the Village's 2024 Spring Youth Basketball League, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Contract on behalf of the Village. The total amount paid to Perseverance is estimated to be between $30,000 and $37,000 (depending upon the number of participants), with funds expended from Account No. A8028-35630 (Sports League Expense).

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT FOR YOUTH BASKETBALL SERVICES

THIS CONTRACT is made and entered into this _____ day _____, 2023 by and between the Village of North Palm Beach, a Florida municipal corporation, 501 U.S. Highway One, North Palm Beach, FL 33408 (hereinafter "VILLAGE") and Perseverance Basketball, LLC, a Florida limited liability company, 318 Venice Boulevard, Royal Palm Beach, FL 33411 (hereinafter "PERSEVERANCE").

WHEREAS, the VILLAGE wishes to retain the services of PERSEVERANCE to run and staff the VILLAGE's Spring basketball league, and PERSEVERANCE agrees to perform such services pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the VILLAGE and PERSEVERANCE agree as follows:

SECTION 1: SCOPE OF SERVICES.

A. PERSEVERANCE shall be solely in charge of running the VILLAGE's spring basketball league at the VILLAGE's Community Center, 1200 Prosperity Farms Road, North Palm Beach, for participants aging from kindergarten through ninth grade. The league shall run for a period of nine (9) weeks, from April 1, 2024 through June 1, 2024.

B. PERSEVERANCE's services shall include, but not be limited to:

1. Assigning the participants to age-appropriate teams;

2. Providing at least one (1) qualified, experienced basketball coach for each team; and

3. Guaranteeing and scheduling at least one (1) practice and one (1) game per week for each participant; and

4. Providing one (1) official per game for K-1 / 2-3 league; and

5. Providing two (2) officials per game for 4th/5th, 6th/7th, 8th/9th league; and

6. Providing one (1) scorekeeper for each game; and

C. PERSEVERANCE shall use its best efforts to promote and maintain the success and reputation of the VILLAGE and set, promote and enforce (by example and otherwise) the highest standards of leadership, fair play, and good sportsmanship.

D. PERSEVERANCE shall promptly report any issues that may arise with any staff member, coach, participant or parent to the VILLAGE's representative. Furthermore, PERSEVERANCE shall abide by all state, county and VILLAGE health and safety protocols and sign any release of liability required by the VILLAGE.

SECTION 2: VILLAGE'S OBLIGATIONS

The VILLAGE shall collect and administer all registration fees, including refunds, associated with the basketball league and shall provide PERSEVERANCE with access to the Community Center and outdoor basketball courts from 5:00 p.m. through 9:00 p.m., as necessary, Monday through Friday, for practices; and Saturday from 9:00 a.m. through 5:00 p.m., as necessary, for games. Additionally, the Village shall provide the following items:

1. One (1) jersey for each participant;

2. One (1) trophy for each participant;

3. A sufficient number of basketballs for practices and games.

SECTION 3: TERM OF CONTRACT.

This Contract shall be effective upon execution by both parties and shall remain in effect through the end of the Spring basketball league, including all playoff and championship games, or June 1, 2024, whichever shall first occur. Notwithstanding the foregoing, this Contract may be terminated earlier in accordance with Section 8 below.

SECTION 4: VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the 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 services being provided by PERSEVERANCE.

SECTION 5: COMPENSATION AND METHOD OF PAYMENT**.**

A. As compensation for the services provided under this Contract, the VILLAGE shall compensate PERSEVERANCE based on the number of participants in the Spring basketball league as follows ("Flat Fee"):

1.	One (1) to forty-nine (49):	$ 5,000.00
2.	Fifty (50) to ninety-nine (99):	$ 7,500.00
3.	One hundred (100) to one hundred-forty-nine (149):	$10,000.00
4.	One hundred fifty (150) to one hundred ninety-nine (199):	$12,500.00
5.	Two hundred (200) to two hundred forty-nine (249):	$15,000.00
6.	Two hundred fifty (250) to two hundred ninety-nine (299):	$17,500.00
7.	Three hundred (300) to three hundred forty-nine (349):	$20,000.00

In addition to the foregoing, the VILLAGE shall compensate PERSEVERANCE for coaching

services at the rate of twenty dollars ($20.00) for each practice and for each game per age group (by way of example, the coach of each team would be compensated $20.00 for each practice and $20.00 for each game each week for a total of $40.00) ("Coaching Fee"). One (1) coach shall be required for every nine (9) participants.

Addition of Scorekeeping Fee

Furthermore, the VILLAGE agrees to compensate PERSEVERANCE for scorekeeping services at the rate of fifteen dollars ($15.00) for each game. One (1) scorekeeper shall be required for each game.

Compensation for Hiring Officials

In addition to the compensation outlined above, the VILLAGE agrees to reimburse PERSEVERANCE for the actual cost incurred in hiring officials for the basketball league games. The reimbursement will be based on the following requirements:

1. Providing one (1) official per game for the K-1 / 2-3 league.
2. Providing two (2) officials per game for the 4th/5th, 6th/7th, and 8th/9th leagues.

PERSEVERANCE shall procure these officiating services from a third-party organization and shall submit to the VILLAGE documentation of the actual costs incurred for these services. The VILLAGE shall reimburse PERSEVERANCE for these costs upon receipt and verification of the necessary documentation.

C. The VILLAGE shall pay PERSEVERANCE both the Flat Fee and the Coaching Fee in two payments. The first payment equal to fifty percent (50%) of the Flat Fee and the Coaching Fee accrued through the first (4) weeks shall be made on May 1, 2023. The second payment equal to the remaining fifty percent (50%) of the Flat Fee and the remaining Coaching Fee shall be made within three (3) business days after the conclusion of the Spring basketball league.

D. In order for both parties herein to close their books and records, PERSEVERANCE will clearly state "final invoice" on PERSEVERANCE'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 PERSEVERANCE. The VILLAGE will not be liable for any invoice from PERSEVERANCE submitted thirty (30) days after the provision of all goods and services.

SECTION 6: INDEMNIFICATION.

A. PERSEVERANCE 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 PERSEVERANCE, its agents, servants, or employees in the performance of services under this Contract.

B. PERSEVERANCE 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 PERSEVERANCE 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 PERSEVERANCE, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

SECTION 7: PERSONNEL**.**

A. PERSEVERANCE 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 PERSEVERANCE 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. PERSEVERANCE's employees, agents and representatives shall comply with all VILLAGE requirements governing conduct, safety and security while on VILLAGE-owned property. Additionally, each of PERSEVERANCE's employees, agents and representatives shall undergo a criminal background screening.

SECTION 8: TERMINATION.

A. This Contract may be terminated by PERSEVERANCE upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of PERSEVERANCE and the VILLAGE's failure to cure within the ten (10) day notice period. It may be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days' prior written notice to PERSEVERANCE. In the event of termination by PERSEVERANCE or termination by the VILLAGE without cause, the VILLAGE shall pay PERSEVERANCE for services satisfactorily rendered through the date of termination.

B. The VILLAGE may terminate this Contract with cause immediately. For the purpose of this section, "with cause" shall include:

1. Any material breach of this Contract by PERSEVERANCE; or

2. Any inappropriate behavior by PERSEVERANCE's employees, agents or representatives either on or off VILLAGE property, including, but not limited to, harassment or violent or threatening behavior.

SECTION 9: FEDERAL, STATE AND LOCAL TAX.

A. The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Unless purchased directly by the VILLAGE, the PERSEVERANCE shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE,

nor is the PERSEVERANCE authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

B. PERSEVERANCE, its employees, agents and representatives shall be solely responsible for the payment of all federal, state and local taxes (including federal, state, and local self-employment taxes) that are in any way connected with the services performed pursuant to this Contract.

SECTION 10: INSURANCE.

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

1. *General Liability.* General Liability Insurance with each occurrence limits of not less than Five Hundred Thousand Dollars ($500,000) and not less than One Million Dollars ($1,000,000) in the aggregate. All policies must include sexual and physical abuse liability coverage.

2. *Worker's Compensation*. Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Hundred Thousand Dollars ($100,000) for each accident and not less than Five Hundred Thousand Dollars ($500,000) in the aggregate.

3. *Hired and Non-Hired Vehicles*. Hired and Non-Hired Vehicle Insurance with limits of not less than Five Hundred Thousand Dollars ($500,000) per incident.

B. Deductible amounts shall not exceed five percent (5%) of the total amount of required insurance in each category.

C. PERSEVERANCE shall furnish the VILLAGE certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage shall not be effective until at least thirty (30) days' written notice has been made to the VILLAGE. PERSEVERANCE shall include the VILLAGE as an additional insured on the General Liability and the Automobile Insurance Policies required by this Agreement.

SECTION 11: ASSIGNMENT.

Neither the VILLAGE nor PERSEVERANCE 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 PERSEVERANCE.

SECTION 12: 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 PERSEVERANCE **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

SECTION 13: INDEPENDENT CONTRACTOR RELATIONSHIP.

PERSEVERANCE 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 PERSEVERANCE'S sole direction, supervision, and control. PERSEVERANCE shall exercise control over the means and manner in which it and its employees perform the Services.

SECTION 14: ACCESS AND AUDITS.

PERSEVERANCE 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 PERSEVERANCE's place of business. In no circumstances will PERSEVERANCE be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION.

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

SECTION 16: 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 17: SEVERABILITY.

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

SECTION 18: PUBLIC ENTITY CRIMES.

PERSEVERANCE 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 contractor, supplier, sub-contractor, or PERSEVERANCE under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The PERSEVERANCE will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

SECTION 19: COMPLIANCE WITH LAWS.

PERSEVERANCE 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 20: NOTICE.

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

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

and if sent to the PERSEVERANCE shall be mailed to:

Perseverance Basketball LLC
Nathanael Vera, Managing Member
318 Venice Boulevard
Royal Palm Beach, FL 33411

SECTION 21: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the PERSEVERANCE 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.

SECTION 22: WAIVER.

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

SECTION 23: PREPARATION.

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

SECTION 24: 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 25: WAIVER OF SUBROGATION.

PERSEVERANCE 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 PERSEVERANCE 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 PERSEVERANCE enter into such an agreement on a pre-loss basis.

SECTION 26: INSPECTOR GENERAL.

PERSEVERANCE 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 PERSEVERANCE. PERSEVERANCE understands and agrees that in addition to all other remedies and consequences provided by law, the failure of PERSEVERANCE 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 27: PUBLIC RECORDS.

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

A. Keep and maintain public records required by the VILLAGE to perform the service.

B. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

D. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of PERSEVERANCE or keep and maintain public records required by the VILLAGE to perform the services. If PERSEVERANCE transfers all public records to the VILLAGE upon completion of the Contract, PERSEVERANCE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PERSEVERANCE keeps and maintains public records upon completion of the Contract, PERSEVERANCE 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 28. E-VERIFY.

PERSEVERANCE warrants and represents that PERSEVERANCE and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. PERSEVERANCE 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 PERSEVERANCE 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 PERSEVERANCE has otherwise complied, it shall notify PERSEVERANCE, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

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

PERSEVERANCE BASKETBALL LLC

By: _____

Print Name:_____

Position:_____

VILLAGE OF NORTH PALM BEACH

BY: _____
Chuck Huff, Village Manager

PERSEVERANCE®

BASKETBALL

APRIL 1 - JUNE 1, 2024

GRADES	PRACTICE DAY	GAME DAY	COST
4TH & 5TH	*TUESDAYS*	*SATURDAYS*	$155/NPB RESIDENT
6TH & 7TH	*THURSDAYS*	*SATURDAYS*	$175 NON-RESIDENT

REVERSIBLE JERSEY INCLUDED!

SCAN ME!

MORE INFO

CALL/TEXT 561.410.0556

WWW.PERSEVERANCEBASKETBALL.COM

LOCATION

NORTH PALM RECREATIONAL CENTER

1200 PROSPERITY FARMS ROAD

NORTH PALM BEACH, FL 33408

REGISTER AT WWW.VILLAGE-NPB.ORG

PERSEVERANCE

NORTH PALM BEACH YOUTH BASKETBALL LEAGUE!

REVERSIBLE JERSEY INCLUDED!

APRIL 1 - JUNE 1, 2024

GRADES

K & 1ST
2ND & 3RD
4TH & 5TH (GIRLS)
4TH & 5TH
6TH-8TH (GIRLS)
6TH & 7TH
8TH & 9TH

PRACTICE DAY

TUESDAYS
TUESDAYS
TUESDAYS
TUESDAYS
THURSDAYS
THURSDAYS
THURSDAYS

COST

$155/NPB RESIDENT
$175 NON-RESIDENT

SCAN ME!

LOCATION

NORTH PALM
RECREATIONAL CENTER
1200 PROSPERITY FARMS ROAD
NORTH PALM BEACH, FL 33408

GAME DAY

SATURDAY

REGISTER AT
WWW.VILLAGE-NPB.ORG

CALL/TEXT 561.410.0556

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

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

DATE: December 14, 2023

SUBJECT: **RESOLUTION – Accepting a proposal from Eastern Pipeline Construction, Inc. for installation of a 2" water main replacement at the North Palm Beach Country Club and authorizing the execution of a Contract.**

A new 2" water service main servicing the Country Club Maintenance Building is needed to replace the existing 2" line that has been in service since approximately the 1960's. The existing 2" water service main has become extremely brittle over the last several years and is need of constant repair and maintenance, having undergone emergency repair on approximately four occasions in 2023.

As part of the Village's Continuing Engineering Services contract, Engenuity Group provided water main engineering design services, which included preparation of biddable construction plans depicting the location of the proposed 2" water service main (plans attached for reference).

The Village solicited three (3) contractor quotes to provide the water service main installation based on the construction plans described above. The quotes received were as follows:

1. **Eastern Pipeline Construction, Inc. - $46,900.00**
2. **D.S. Eakins Construction Corporation - $57,850.00**
3. **Johnson Davis Inc. - $74,610.00**

Given that Eastern Pipeline Construction, Inc. (Eastern) provided the lowest construction installation quote solicited, Public Works staff recommends selection of this contractor to provide the subject water service installation. The total cost of Easter's proposal is $46,900.00. Due to the unforeseen nature of construction associated with this project, Village Staff is requesting a project contingency of $3,000.00 for a total project budget of $49,900.00.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Enterprise Fund	Country Club	L8045-66210	Golf Course - Construction & Major Renovation	$46,900.00
			Contingency	$3,000.00
			Total w/ Contingency	**$49,900.00**

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 the lowest construction cost estimate from Eastern Pipeline Construction, Inc., to provide Country Club water service main installation to the maintenance building in an amount not to exceed $46,900.00 ($49,900 including contingency), with funds expended from Account No. L8045-66210 (Golf Course - Construction & Major Renovation), and authorizing the Mayor and Village Clerk to execute the 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 THE PROPOSAL OF EASTERN PIPELINE CONSTRUCTION, INC. FOR THE REPLACEMENT OF A WATER SERVICE MAIN AT THE NORTH PALM BEACH COUNTRY CLUB AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff solicited written proposals for the replacement of a 2" water service main servicing the North Palm Beach County Club Maintenance Building; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal submitted by Eastern Pipeline Construction, Inc.; and

WHEREAS, because the total amount of the Contract exceeds $25,000, Village Council approval is required; and

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

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

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

Section 2. The Village Council hereby accepts the proposal from Eastern Pipeline Construction, Inc. for the replacement of a 2" water service main servicing the North Palm Beach County Club Maintenance Building at a total cost of $46,900.00, with funds expended from Account No. L8045-66210 (Country Club – Golf Course Construction & Major Renovation), and authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein. Including contingency, the total project budget shall be $49,900.00.

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 the ____ day of _____, 2023 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and EASTERN PIPELINE CONSTRUCTION, INC., hereinafter referred to as CONTRACTOR.

WHEREAS, the VILLAGE is need of a contractor to replace an existing two-inch water main servicing the North Palm Beach Country Club maintenance building; and

WHEREAS, the VILLAGE solicited written proposals to perform the work to be performed in accordance with the engineered plans, and CONTRACTOR submitted the lowest cost proposal; and

WHEREAS, the VILLAGE wishes to retain CONTRACTOR to perform the work, and CONTRACTOR agrees to perform the work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR.

CONTRACTOR shall perform the services set forth in in its Proposal dated August 18, 2023, and the Water Service Replacement Plan for Golf Course Maintenance Building prepared by Engenuity Group dated November 11, 2023 consisting of six pages (W-1 to W-6), both of which are incorporated herein by reference ("Work"). In the event of a conflict between the terms of the Proposal and the terms of this Contract or the Plans, the terms of this Contract and the Plans shall control. CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its vocation practicing in the same or similar locality at the time such services are performed.

ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. CONTRACTOR shall complete the Work within ninety (90) calendar days after the issuance of the Notice to Proceed.

ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR in accordance with CONTRACTOR's Estimate in an amount not to exceed Forty-Six Thousand Nine Hundred Dollars and No Cents ($46,900.00).

B. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

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

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

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

ARTICLE 4. INSURANCE.

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

B. CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability insurance in the amount of $1,000,000.00 in aggregate 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, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

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

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

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

ARTICLE 5. PERSONNEL.

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

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

C. All of CONTRACTOR's personnel (and all subcontractors) while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

ARTICLE 6. 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 the 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 waiver provided in § 768.28, Florida Statutes.

ARTICLE 7. INDEPENDENT CONTRACTOR.

CONTRACTOR is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

ARTICLE 8. TERMINATION.

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

for Work 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, CONTRACTOR shall:

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

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS.

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

ARTICLE 10. ACCESS AND AUDITS.

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

ARTICLE 11. ENFORCEMENT COSTS.

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

ARTICLE 12. 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, the CONTRACTOR shall provide any necessary materials to maintain such protection.

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

ARTICLE 13. NOTICE.

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

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

and if sent to the CONTRACTOR shall be mailed to:

Eastern Pipeline Construction, Inc.
Attn: Rowdy Carlton
950 S.E. Central Parkway
Stuart, FL 34994

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

ARTICLE 14. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

ARTICLE 15. TERMINOLOGY AND CAPTIONS.

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

ARTICLE 16. PREPARATION.

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

ARTICLE 17. MATERIALITY.

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

ARTICLE 18. EXHIBITS AND CONTRACT DOCUMENTS.

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

ARTICLE 19. LEGAL EFFECT.

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

ARTICLE 20. SURVIVABILITY.

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

ARTICLE 21. WAIVER OF SUBROGATION.

CONTRACTOR 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 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. 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 CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 22. WARRANTY.

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

ARTICLE 23. REPRESENTATIONS/BINDING AUTHORITY.

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

ARTICLE 24. GOVERNING LAW, VENUE AND REMEDIES.

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

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

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

ARTICLE 25. FEDERAL AND STATE TAXES.

The VILLAGE is exempt from federal tax and state sales tax and use taxes. Upon request, the VILLAGE shall provide an exemption certificate to CONTRACTOR. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

ARTICLE 26. INSPECTOR GENERAL

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

ARTICLE 27. PUBLIC RECORDS.

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

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

A. Keep and maintain public requires required by the VILLAGE to perform the service.

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

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

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

ARTICLE 28. E-VERIFY

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

ARTICLE 29. CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL

As provided in section 287.135, Florida Statutes, CONTRACTOR certifies that it and any authorized subcontractors are not participating in a boycott of Israel. CONTRACTOR further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The VILLAGE and CONTRACTOR agree that the VILLAGE shall have the right to immediately terminate this Contract if CONTRACTOR, its authorized subcontractors or affiliates have been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or has been placed on the Convicted Vendor List maintained by the State of Florida.

Remainder of page intentionally blank

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

CONTRACTOR:

EASTERN PIPELINE CONSTRUCTION, INC.

BY: _____

Print Name: _____

Title:_____

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

Eastern Pipeline Construction, Inc

CUC1225329 / CFC1429916
950 SE Central Pkwy
Stuart, Fl 34994
Office 772-283-0016
rowdy.carlton@easternpipeline.net

Proposal

Customer:
Precision Landscape Co 9450 Old Dixie WHy North Palm Beach, FL 33403

Date:	8/18/2023
Proposal #:	23-0178
Project	North Palm Beach C.C. 2" Drill

Description	Qnty	U/M	Rate	Total
RE: Furnish and Install 1000' of 2" DR9 HDPE with tracer wire via HDD				
Mobilization	1	LS	1,900.00	1,900.00
F&I 2" DR9 HDPE Installed Via Directional Drill and or open cut	1,000	LF	29.00	29,000.00
Furnishing and Installation of one tee with cap 2" x 2" x 2" and valve 2" with valve box, One inline gate valve 2" with valve box, One shut off valve 2" with connection to building, One 90 (2") and one 45 (2"), Pressure testing with bac tees & One connection to RPZ installed by others	1	LS	11,500.00	11,500.00
Layout and Certified as-builts	1	LS	4,500.00	4,500.00
Note: Price does not include restoration of affected landscape.				

See attached pages for terms and conditions.	**Total**	$46,900.00

ADDITIONAL COSTS:

1. Additional mobilization and demobilization to site for any reason outside of EPL's control will be at the rate shown in price list above per move each way for drilling crew.
2. Unless specifically listed above, this proposal does not include any standby time due to delay or suspension of operations for any reason not created by Eastern Pipeline, it's subs or suppliers including, but not limited to, waiting on Owner or General Contractor to complete any portion of their work or change in the site conditions. Our standby rate for our drill crew is $500.00 per hour up to five hours, or $3,500.00 per shift.

GENERAL CONDITIONS AND PRICING ASSUMPTIONS:

1. Prices include fusion, drill and pull HDD installation of the product pipe.
2. Includes bore log showing depths from existing ground level at an interval equal to the rod length of the machine used on the drill.
3. Eastern Pipeline will be responsible for hauling off excess Bentonite to dump site, unless specifically stated above.
4. This proposal assumes that site conditions are conducive to horizontal directional drilling and that no obstacles such as caverns, fissures or any unknown objects such as but not limited to concrete slabs, rebar, steel pilings and timber, will be encountered underground, or any situation resulting in the loss of returns or loss of drilling fluids (slurry), or anything resulting in the redesign of the HDD crossing. If such conditions exist, Eastern Pipeline reserves the right to cease operations and/or renegotiate at an equitable adjustment with the Owner or General Contractor / Prime Contractor. If unable to negotiate, our standby rate plus mobilization charges will be enforced until such time that operations can resume.
5. All efforts will be made to prevent inadvertent returns (frac-outs). If an IR occurs, Eastern Pipeline will assist with clean-up services, provided the IR occurs in an area accessible by semi-truck. If IR area is inaccessible, clean-up will be billed on a time and material bases.
6. Pricing is based on 10 hour shifts up to 6 days per week and does not include costs for Inspections.
7. All privately owned underground appurtenances are to be located with paint and or flags within 24" of their location prior to our mobilization. If unmarked or wrongly marked lines are destroyed inadvertently during our construction, the cost of the repairs will be borne by the owner of the facility and the standby rate listed in ADDITIONAL COSTS: number 2 will be billed for any time that the damage holds up our operation.
8. The proposal price includes soft digging marked underground facilities within green space areas to ascertain the vertical and horizontal location. If it is not possible to soft dig in green space areas, an additional charge of $750 per location will be charged. The restoration of the affected paving / concrete will be limited to the area that we require to spot the conflict and will be done with cold patch asphalt or sakrete concrete. Any further milling & overlay or increase area require by municipality /property owner is to be done by other at other's expense. Any MOT requirements to establish a safe work area for soft digging will be billed at cost +15%.
9. Unless specifically stated in the proposal above, no material, permitting or asbuilt is included in the quoted price.

EXCLUSIONS FROM THE SCOPE (to be provided by others at no cost to Eastern Pipeline)

1. GC / Prime Contractor will ensure ample access to the project right-of-way and HDD drill pad. GC is responsible to protect sidewalk, curb and roadway to allow Eastern Pipeline to access drill pad, work area and receiving pit. Any damages by Eastern Pipeline accessing these areas shall be repaired by GC / Prime Contractor at no cost to Eastern Pipeline.
2. GC / Prime Contractor is responsible for the location of utilities or structures not located by the local one call utility locating service.
3. Quote does not include hazardous waste or non-hazardous contaminated soils boring. If these conditions are discovered, clean-up will be billed on a time and material basis. If operations are stopped the standby rates will apply.
4. All restoration of Eastern Pipeline work areas is to be completed by the Owner or GC / Prime Contractor at no cost to Eastern Pipeline unless specifically stated in the proposal.
5. Permits, licenses and written permission from governmental authorities and private landowners to perform work to be provided by other unless specifically included in the proposal.
6. All MOT/safety signage as necessary on water/land as per the D.O.T. and flagmen, if required unless specifically included in the price items within the scope.
7. GC / Prime Contractor to provide any noise mitigation requirements.
8. Eastern Pipeline will not be held responsible for costs incurred to the GC or Owner for re-drill operations including, but not limited to Liquidated Damages.

TERMS:

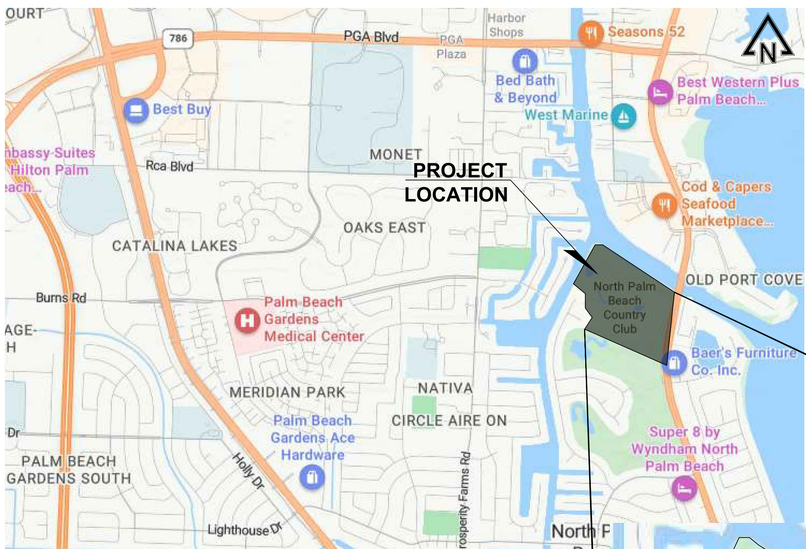
1. Proposal does not include any use tax, sales tax, occupational tax or any other taxes.
2. This proposal is subject to mutually agreeable contract terms and conditions and will not be acknowledged without this proposal added as an attachment.
3. Should Eastern Pipeline or its subcontractors cause any damages to anything while in the performance of its contract work, the contractor or the owner shall notify Eastern Pipeline (Rowdy Carlton) in writing within 5 calendar days that said damages have occurred. Should Eastern Pipeline not be notified in 5 calendar days of said damages occurrence, the contractor or the owner shall assume all liability and costs of repairs. Eastern Pipeline shall be given 48 hours to proceed with cure of said damages after being notified in writing.
4. Bore Logs to be provided upon payment to Eastern Pipeline unless alternate timeframe is mutually agreed upon.
5. Quote is good for 30 days and is contingent upon rig availability. This period may be extended at the sole discretion of Eastern Pipeline.
6. No retainage will be held from Eastern Pipeline by the owner or general contractor unless specifically agreed to prior to commencement of work.
7. Payment terms are Net 30 days unless specifically stated otherwise. Bills not paid in 30 days can be subject to 5% penalty and 1.5 % per month (18% per year) service charge or the maximum penalty and late charges allowable under Florida law.
8. In the event of litigation to enforce the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

Signature: _____

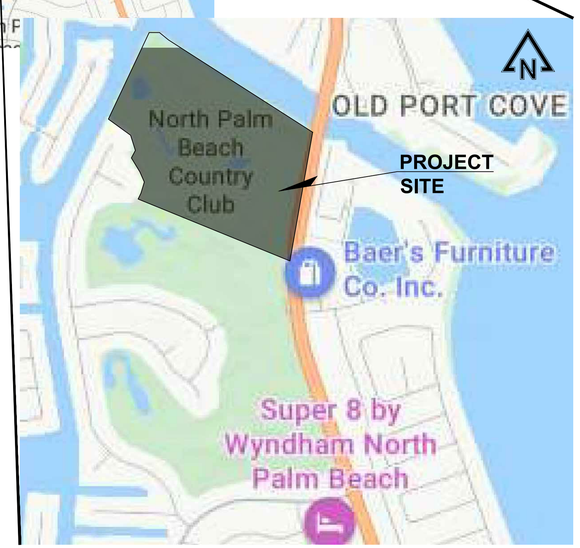
Name & Title: _____ Date: _____

NORTH PALM BEACH COUNTRY CLUB
WATER SERVICE REPLACEMENT PLAN FOR GOLF MAINTENANCE BLDG.
VILLAGE OF NORTH PALM BEACH

NOVEMBER 11, 2023



MAP DATA © 2022 GOOGLE MAPS



MAP DATA © 2022 GOOGLE MAPS

VICINITY MAP
NTS

SHEET INDEX

SHEET NO	SHEET TITLE
W-1	COVER
W-2	OVERALL WATER PLAN
W-3	WATER PLAN
W-4	WATER PLAN
W-5	PROFILE VIEW
W-6	DETAILS

TOTAL NUMBER OF SHEETS = 6

PERMIT SET

ADAM SWANEY, P.E., PROFESSIONAL ENGINEER LICENSE NO. 72235. THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ADAM SWANEY, P.E. USING A SHA-1 AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Know what's below. Call before you dig.

REVISIONS

NO.	DATE	REMARKS	BY

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ADAM SWANEY LICENSE No. 72235 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Adam Swaney, PE #72235
Date: 2023.11.17 13:50:28 -05'00'

ADAM SWANEY, P.E. NO. 72235

NORTH PALM BEACH COUNTRY CLUB
GOLF MAINTENANCE BUILDING
NORTH PALM BEACH, FL
COVER

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS
1280 N. CONGRESS AVE. SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 •
WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #7095

J:\Land Projects R2\03045.170 NPB Golf Course Maintenance Building Water Service\DWG\03045.170 Water.dwg DATE: 11/16/2023 1:46 PM

DATE	11-11-2023
DRAWN	AMW/KAK
PROJECT ENGINEER	ACS
PROJECT MANAGER	KAK
CHECKED	ACS

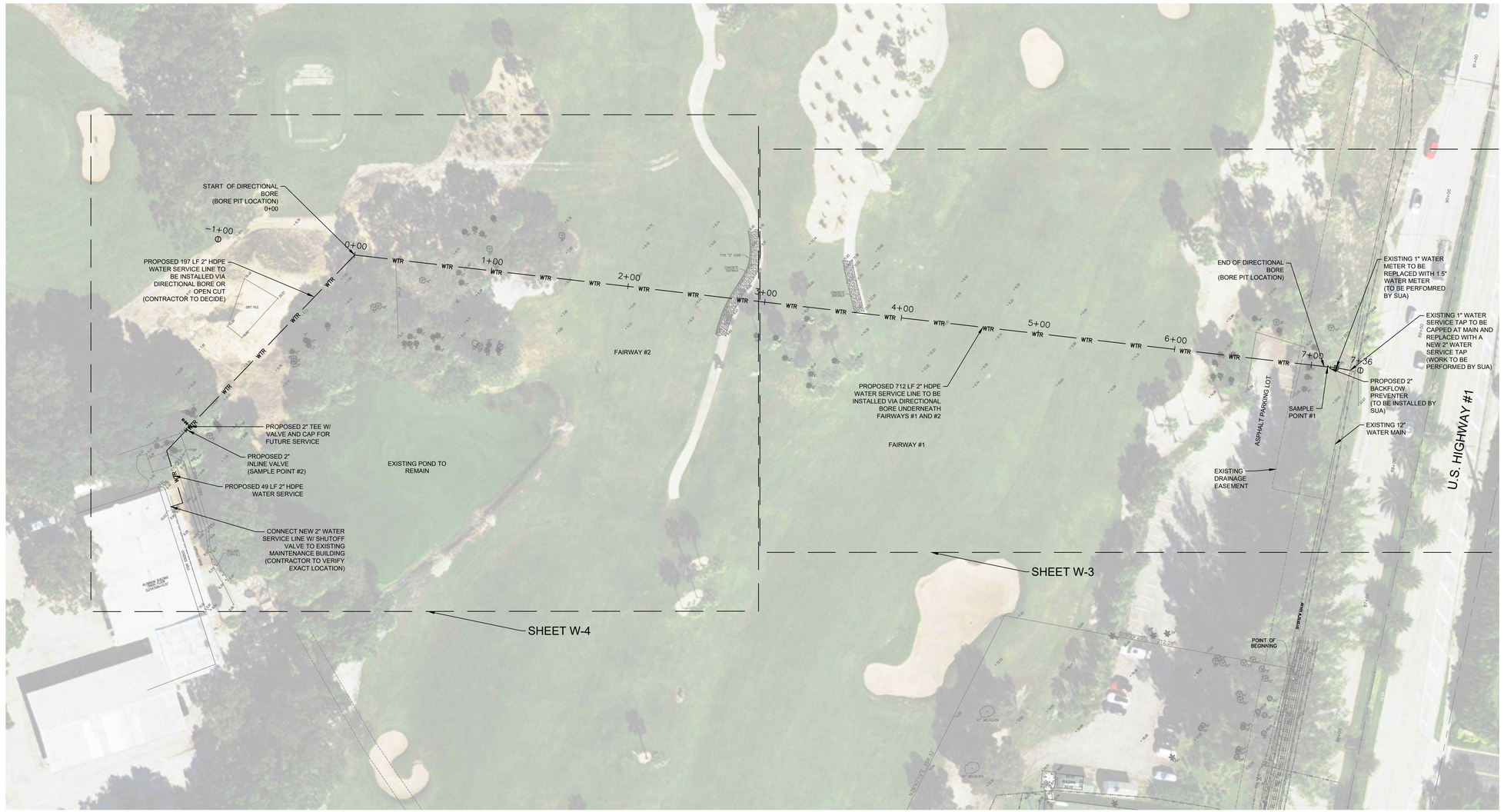
1=1"m.T.O.Z.

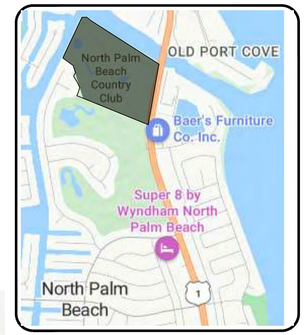
W-1 / 6

JOB NO. 03045.170

PLOT: 11/16/2023 1:47:52 PM

SET, PERMIT





LOCATION MAP
N.T.S.

GRAPHIC SCALE
0 40 60 80
SCALE: 1" = 40

PROPOSED ENGINEERING LEGEND:

- WTR — 2" HDPE WATER SERVICE LINE
- WATER METER
- BACKFLOW PREVENTOR
- GATE VALVE

GENERAL NOTES:

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4. TOPOGRAPHIC SURVEY PERFORMED BY ENGENUITY GROUP, INC. DATED NOVEMBER 11, 2016.
5. CONTRACTOR SHALL MAINTAIN 36" MINIMUM COVER OF PROPOSED WATERMAIN AT ALL LOCATIONS.

SURVEY LEGEND

× 0.00	MEASURED ELEVATION	ELEV	ELEVATION	A/C	AIR CONDITIONING	6"	TREE AND DIAMETER
— O —	METAL RAIL FENCE	EASE	EASEMENT	—OE—	OVERHEAD ELECTRIC		HANDICAPPED PARKING
	CONCRETE	PB	PLAT BOOK	— U-E —	UNDERGROUND ELECTRIC		INFORMATION SIGN
	BRICK PAVERS	PG(S)	PAGE(S)	—B-P—	UNDERGROUND COMMUNICATION		ELECTRIC PANEL
©	CLEANOUT	RPB	ROAD PLAT BOOK	—GAS—	UNDERGROUND NATURAL GAS	0	NUMBER OF PARKING SPACES
	WATER METER	R/W	RIGHT-OF-WAY	—E-SWR—	UNDERGROUND SANITARY SEWER	WPB	WIRE PULL BOX
A/C	AIR CONDITIONING		COMMUNICATION BOX	—E-WM—	UNDERGROUND WATER		LAMP POST
TBM	TEMPORARY BENCHMARK		LIGHT POLE	—DRN—	UNDERGROUND STORM		GAS VALVE
	IRRIGATION CONTROL VALVE		YARD DRAIN	—ISW—	UNDERGROUND INDUSTRIAL SUPPLY WATER (RECLAIMED)		UTILITY POLE (WOOD)
EQUIP.	EQUIPMENT		WATER VALVE	6"	PALM TREE AND DIAMETER		SANITARY VALVE

PERMIT SET

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NORTH PALM BEACH, FL
OVERALL WATER PLAN

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DATE	11-11-2023
DRAWN	AMW/KAK
PROJECT ENGINEER	ACS
PROJECT MANAGER	KAK
CHECKED	ACS

SHEET NO. W-2 / 6

JOB NO. 03045.170

J:\Land Projects R2\03045.170 NPB Golf Course Maintenance Building Water Service\DWG\03045.170 Water.dwg DATE: 11/16/2023 1:46 PM

PLOT: 11/16/2023 1:49:52 PM

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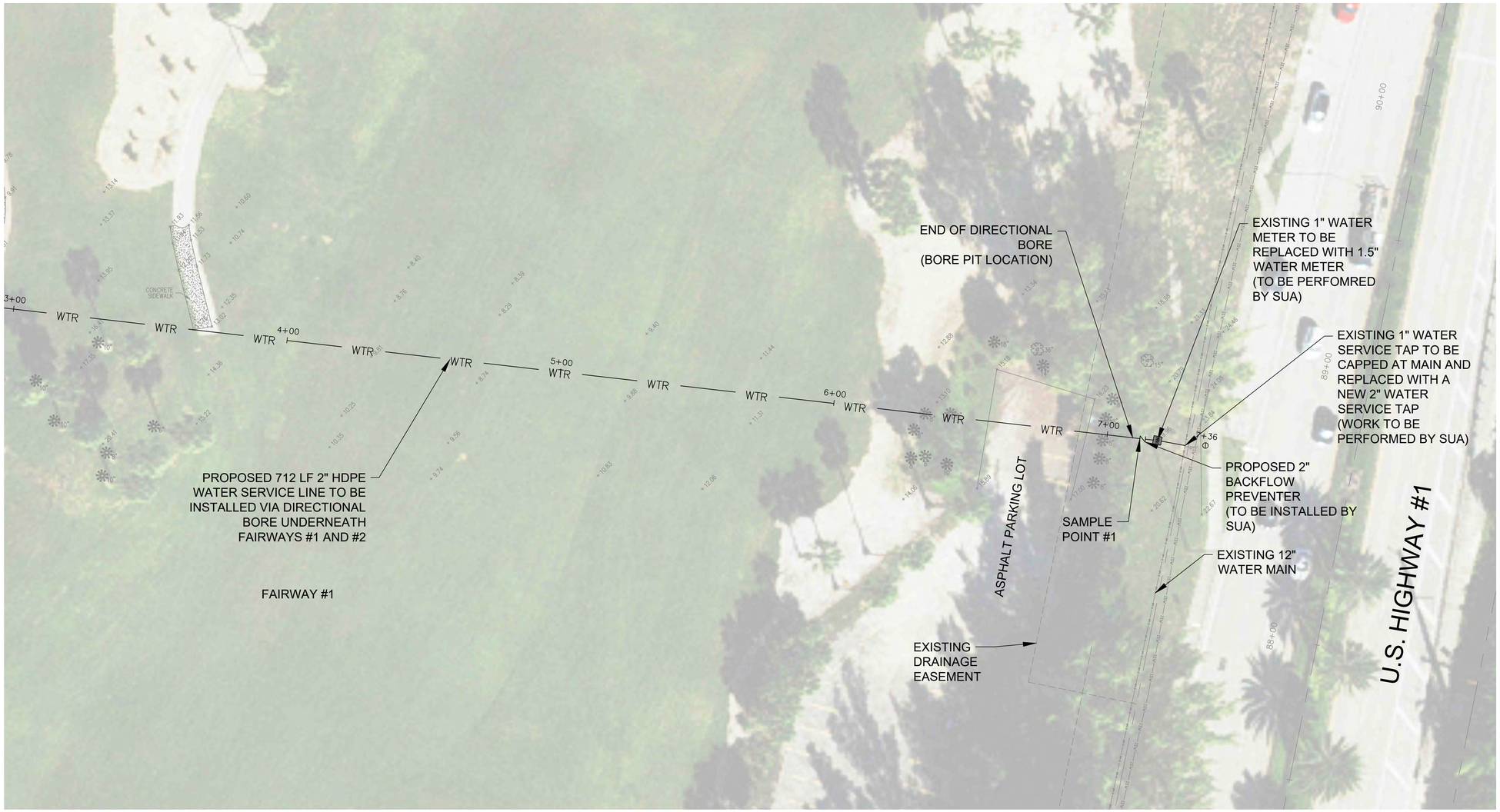
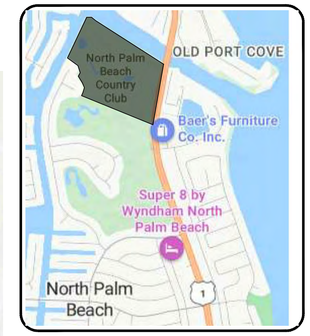
MATCHLINE SHEET W-4





LOCATION MAP
N.T.S.

GRAPHIC SCALE
0 20 30 40
SCALE: 1" = 20

PROPOSED ENGINEERING LEGEND:

- WTR — 2" HDPE WATER SERVICE LINE
- WATER METER
- BACKFLOW PREVENTOR
- GATE VALVE

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SURVEY LEGEND

x 0.00	MEASURED ELEVATION	ELEV	ELEVATION	A/C	AIR CONDITIONING	6"	TREE AND DIAMETER
— o —	METAL RAIL FENCE	EASE	EASEMENT	—OE—	OVERHEAD ELECTRIC		HANDICAPPED PARKING
	CONCRETE	PB	PLAT BOOK	— U-E —	UNDERGROUND ELECTRIC		INFORMATION SIGN
	BRICK PAVERS	PG(S)	PAGE(S)	—B-P—	UNDERGROUND COMMUNICATION		ELECTRIC PANEL
	CLEANOUT	RPB	ROAD PLAT BOOK	— GAS —	UNDERGROUND NATURAL GAS	0	NUMBER OF PARKING SPACES
	WATER METER	R/W	RIGHT-OF-WAY	—E-SWR—	UNDERGROUND SANITARY SEWER		WIRE PULL BOX
A/C	AIR CONDITIONING		COMMUNICATION BOX	—E-WM—	UNDERGROUND WATER		LAMP POST
TBM	TEMPORARY BENCHMARK		LIGHT POLE	—DRN—	UNDERGROUND STORM		GAS VALVE
	IRRIGATION CONTROL VALVE		YARD DRAIN	—ISW—	UNDERGROUND INDUSTRIAL SUPPLY WATER (RECLAIMED)		UTILITY POLE (WOOD)
EQUIP.	EQUIPMENT		WATER VALVE	6"	PALM TREE AND DIAMETER		SANITARY VALVE

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J:\Land Projects R2\03045.170 NPB Golf Course Maintenance Building Water Service\DWG\03045.170 Water.dwg DATE: 11/16/2023 1:46 PM

DATE	11-11-2023
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PROJECT ENGINEER	ACS
PROJECT MANAGER	KAK
CHECKED	ACS

T-17N-R-43E
SEC. 10
TOWN
RANGE

W-3 / 6

JOB NO. 03045.170

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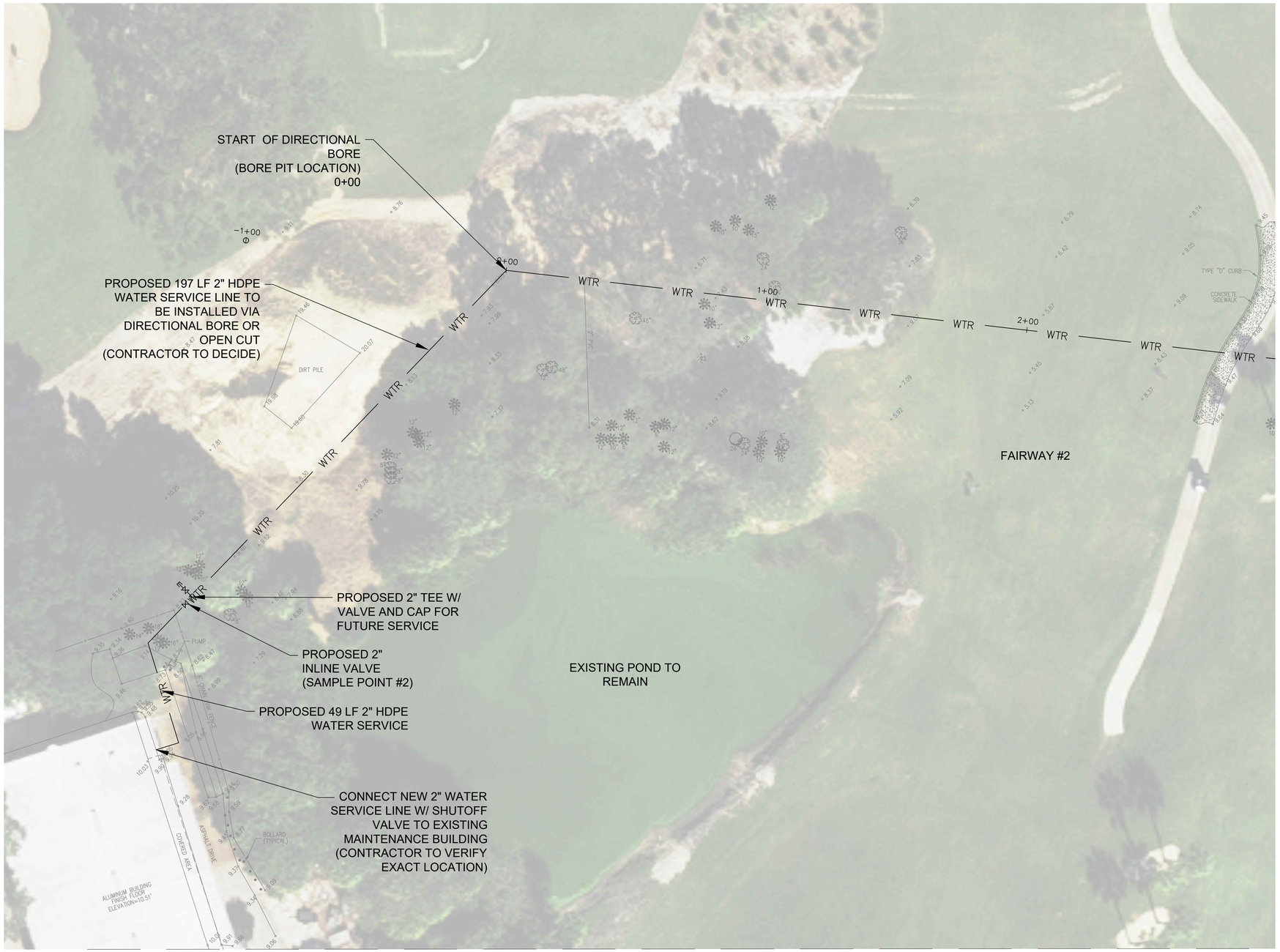

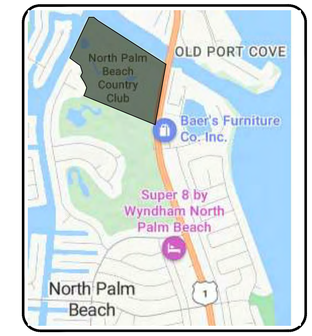

LOCATION MAP
N.T.S.

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SCALE: 1" = 20

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J:\Land Projects R2\03045.170 NPB Golf Course Maintenance Building Water Service\DWG\03045.170 Water.dwg DATE: 11/16/2023 1:46 PM

DATE	11–11–2023	
DRAWN	AMW/KAK	
PROJECT ENGINEER	ACS	
PROJECT MANAGER	KAK	
CHECKED	ACS	

SHEET NO. W-4 / 6

JOB NO. 03045.170

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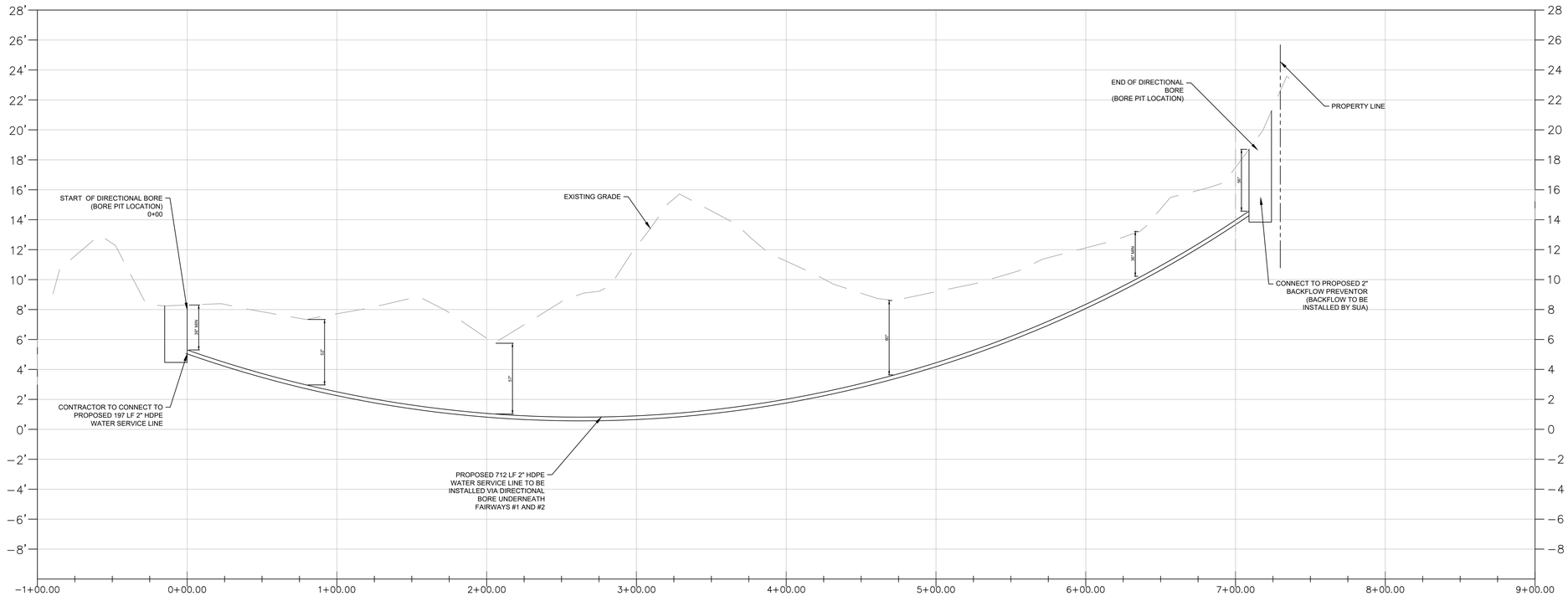

SCALE:
1" = 40' HORIZONTAL
1" = 4' VERTICAL

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SET

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PROFILE VIEW

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DATE	11-11-2023
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PROJECT ENGINEER	ACS
PROJECT MANAGER	KAK
CHECKED	ACS

SHEET NO. W-5 / 6

JOB NO. 03045.170

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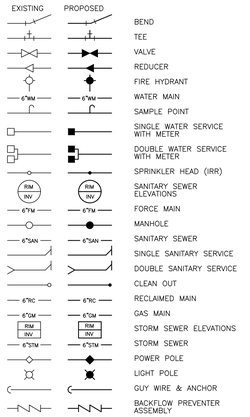


PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS

Symbols

MAY 24, 2023 (Rev A-15)

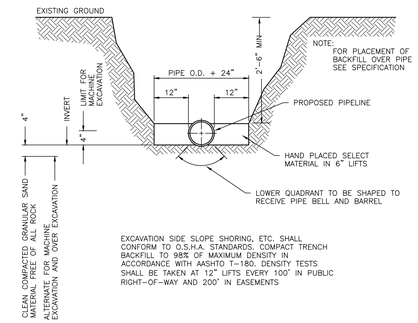
STANDARD WATER, RECLAIMED WATER AND SEWER SEPARATION STATEMENT

1. STORM SEWER, GRAVITY WASTEWATER, FORCE MAINS AND RECLAIMED WATER MAINS CROSSING UNDER POTABLE WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED BETWEEN GRAVITY SEWER OR STORM SEWER, THE CROSSING SHALL BE ARRANGED SO THAT THE STORM/GRAVITY SEWER PIPE JOINTS AND POTABLE WATER MAIN JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING WITH NO LESS THAN SIX (6) FEET BETWEEN ANY TWO JOINTS, BOTH PIPES SHALL BE D.I.P., AND THE MINIMUM VERTICAL SEPARATION SHALL BE SIX (6) INCHES. WHERE THERE IS NO ALTERNATIVE TO STORM/WASTEWATER/FORCE MAIN/RECLAIMED WATER MAINS CROSSING OVER A POTABLE WATER MAIN, THE CRITERIA FOR MINIMUM TWELVE (12) INCH VERTICAL SEPARATION BETWEEN LINES AND JOINT ARRANGEMENT, AS STATED ABOVE, SHALL BE REQUIRED, AND BOTH PIPES SHALL BE D.I.P. IRRESPECTIVE OF SEPARATION, IN ALL OF THE ABOVE CASES D.I.P. IS NOT REQUIRED FOR STORM SEWER PIPE.
2. FORCE MAINS CROSSING RECLAIMED WATER MAINS OR STORM SEWER SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF TWELVE (12) INCHES BETWEEN THE OUTSIDE OF THE FORCE MAIN AND THE OUTSIDE OF THE RECLAIMED WATER MAIN OR STORM SEWER AND THE RECLAIMED WATER MAIN SHALL CROSS OVER THE FORCE MAIN.
3. AT THE UTILITY CROSSING DESCRIBED IN ITEMS 1 AND 2 ABOVE, ONE FULL LENGTH OF DUCTILE IRON WATER MAIN PIPE SHALL BE CENTERED SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE JOINTS. WHERE THIS IS NOT POSSIBLE, JOINTS SHALL BE AT LEAST THREE (3) FEET FROM STORM SEWERS AND SIX (6) FEET FROM GRAVITY SEWER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS.
4. SEWER SERVICE LATERALS SHALL CROSS UNDER WATER MAINS WITH A MINIMUM VERTICAL SEPARATION OF TWELVE (12) INCHES. IF (12") VERTICAL SEPARATION CANNOT BE MAINTAINED, THEN THE WATER MAIN SHALL BE D.I.P. AND THE SEWER SERVICE LATERAL SHALL BE C-900 SDR 18 OR BETTER AND THE MINIMUM SEPARATION SHALL BE SIX (6) INCHES. WHEN IT IS NOT POSSIBLE FOR THE WATER MAIN TO CROSS OVER THE SEWER SERVICE LATERAL A MINIMUM VERTICAL SEPARATION OF AT LEAST TWELVE (12) INCHES MUST BE MAINTAINED, THE WATER MAIN SHALL BE D.I.P. AND THE SEWER LATERAL SHALL BE C-900 SDR 18 OR BETTER.
5. MAINTAIN MINIMUM TEN (10) FEET HORIZONTAL DISTANCE BETWEEN POTABLE WATER MAIN OR FORCE MAIN, RECLAIMED WATER MAIN, STORM SEWER OR GRAVITY SEWER MAIN OR ON SITE SEWAGE DISPOSAL SYSTEMS. ADDITIONAL SEPARATION MAY BE REQUIRED AS OUTLINED IN SECTION II OF SUA STANDARDS.

Water, Reclaimed Water, and Sewer Separation Statement

MAY 24, 2023 (Rev B-18)

(PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

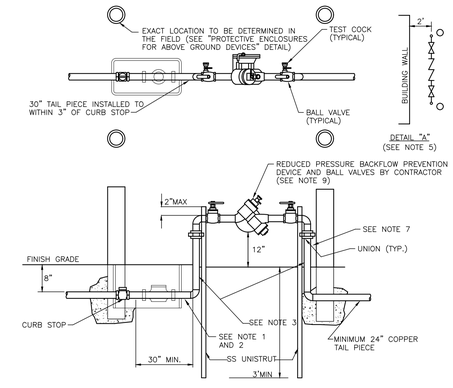


EXCAVATION SIDE SLOPE SHORING, ETC. SHALL CONFORM TO O.S.H.A. STANDARDS. COMPACT TRENCH BACKFILL TO 98% OF MAXIMUM DENSITY IN ACCORDANCE WITH AASHTO T-180. DENSITY TESTS SHALL BE TAKEN AT 12" LIFTS EVERY 100' IN PUBLIC RIGHT-OF-WAY AND 200' IN EASEMENTS

CONTRACTOR SHALL AT ALL TIMES COMPLY WITH THE REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

Standard Trenching Procedure

MAY 24, 2023 (Rev C-20)



NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. TYPE "K" COPPER TUBING (SOFT DRAWN) OR POLYETHYLENE TUBING SDR 9 COPPER TUBE SIZE.
2. IF THIS DISTANCE IS LESS THAN 6 FEET ONLY COPPER TUBING SHALL BE PERMITTED.
3. BOTH RISERS SHALL BE TYPE "K" COPPER TUBING (HARD DRAWN) WITH COPPER/BRASS SOLDER FITTINGS AND ADAPTERS. ONLY LEAD FREE PIPE, FITTINGS, VALVES, SOLDER AND FLUX SHALL BE PERMITTED.
4. 1 1/2" AND 2" METER STOPS SHALL BE EQUIPPED WITH LOCKING CAPS AND METER FLANGES.
5. WHEN THE DEVICE IS INSTALLED PARALLEL TO A BUILDING WALL THERE SHALL BE A MINIMUM OF 2' BETWEEN THE EDGE OF THE DEVICE AND THE BUILDING WALL.
6. BACKFLOW PREVENTION DEVICE SHALL BE EQUIPPED WITH BALL VALVES.
7. BACKFLOW PREVENTION DEVICE SHALL BE SUPPORTED AT BOTH RISERS WITH A MINIMUM OF 2 – 1 5/8" STAINLESS STEEL UNISTRUTS. RISERS TO BE SECURED TO UNISTRUT WITH 304 STAINLESS STEEL MOUNTING HARDWARE AND 1/4" NEOPRENE INSULATORS.
8. BACKFLOW DEVICES SHALL BE A MINIMUM OF 3' FROM BACK OF CURB.
9. APPROVED BACKFLOW PREVENTION DEVICES WITH SILICONE RUBBER SEAL RINGS OR DISCS; 3/4" TO 2"
   A.) AMES LF4000B
   B.) APOLLO RPLF 4A
   C.) WATTS LF919
   D.) ZURN 975XL2

Water Meter and Backflow Device - 3/4" to 2"

MAY 24, 2023 (Rev D-23)

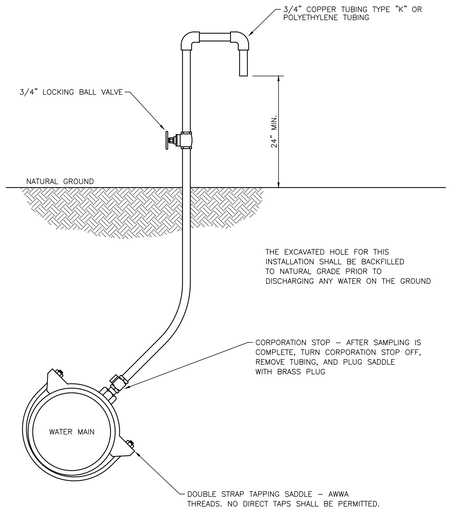
INSTALLATION PROTOCOL

1. ALL PIPE IS TO BE LAID IN A CLEAN DRY TRENCH.
2. ALL MUCK AND UNSUITABLE MATERIALS ENCOUNTERED IN TRENCH BOTTOM SHALL BE REMOVED AND REPLACED WITH COMPACTED GRANULAR MATERIAL TO 98% OF MAXIMUM DENSITY PER AASHTO T-180. PROCTOR AND DENSITY TEST RESULTS SHALL BE SUBMITTED TO EOR WITH A COPY TO AUTHORITY.
3. ALL BACKFILL SHALL BE PLACED IN 12 INCH LIFTS AND COMPACTED BY MECHANICAL MEANS TO 98% OF MAXIMUM DENSITY PER AASHTO T-180 OR AS OTHERWISE REQUIRED BY THE PERMITTING AGENCY.
4. UTILITIES CROSSING ROAD RIGHT-OF-WAY SHALL BE INSTALLED PRIOR TO ROAD CONSTRUCTION AND BACKFILLED AND COMPACTED WITHIN RIGHT-OF-WAY LIMITS IN STRICT ACCORDANCE WITH THE DIRECTIONS OF THE EOR AND REQUIREMENTS OF ALL AGENCIES OF JURISDICTION.
5. EMBEDMENT MATERIALS BELOW PIPE SHALL CONFORM TO UNIFIED SOIL CLASSIFICATION SYSTEM (U.S.C.S.) SOIL CLASSIFICATION CLASS I OR II AS NOTED IN ASTM D2321.
6. ALL LINES UNDER CONSTRUCTION SHALL BE PLUGGED WITH A WING PLUG, AND ALL PRESSURE PIPES ARE TO BE PLUGGED WITH A MECHANICAL PLUG OR CAP AT THE END OF THE WORKING DAY TO PREVENT GROUND WATER AND POTENTIAL CONTAMINANTS FROM ENTERING COMPLETED LINES AND LINES UNDER CONSTRUCTION.
7. ABOVE GROUND PIPING, INCLUDING BUT NOT LIMITED TO, AERIAL CROSSINGS, LIFT STATION PIPING, FIRE LINES, METER/BACKFLOW PREVENTION DEVICE ASSEMBLIES, ETC. SHALL BE FLANGED AND BE COATED IN ACCORDANCE WITH SECTION 2 OF SEACOAST UTILITY AUTHORITY CONSTRUCTION STANDARDS. THE FINISHED COAT OF PAINT SHALL BE GREEN IN COLOR FOR SANITARY SEWER, LAVENDER FOR RECLAIMED APPURTENANCES AND BLUE FOR POTABLE WATER APPURTENANCES.
8. ALL FLANGED PIPE SHALL BE CAULKED BETWEEN EACH FLANGE AND THREADS WITH SIKA 1 A URETHANE CAULK AFTER BLASTING AND PRIOR TO PRIMING.
9. ALL TIE RODS, BOLTS, NUTS, ETC. INSTALLED UNDERGROUND MUST BE COR TEN OR APPROVED EQUAL AND SHALL BE PAINTED WITH KOPPERS 300-M OR AN AUTHORITY APPROVED EQUAL. BRASS AND STAINLESS STEEL HARDWARE IS EXEMPT FROM THIS REQUIREMENT.
10. COATINGS AND LININGS DAMAGED DUE MISHANDLING OR OTHERWISE, MUST BE REPLACED. COATING AND LININGS DAMAGED DUE TO FIELD CUTTING SHALL BE REPAIRED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, CEMENT MORTAR AND POLYETHYLENE PIPE LININGS, PROTECTO 401, GALVANIZED COATINGS, PVC FENCE COATINGS AND OTHER TYPE COATINGS. APPROVAL MUST BE OBTAINED FROM AUTHORITY PRIOR TO PERFORMING COATING AND LINING REPAIRS. INSPECTIONS OF ALL REPAIRS ARE REQUIRED.
11. ALL STAINLESS STEEL NUTS, BOLTS AND HARDWARE REFERENCED IN THESE STANDARDS, SHALL BE SS 316 GRADE AND SHALL BE SO STAMPED BY THE MANUFACTURER TO VERIFY ALLOY. THE USE OF ANY OTHER STAINLESS STEEL ALLOY WILL REQUIRE SPECIFIC APPROVAL BY AUTHORITY. IN GENERAL, STAINLESS STEEL NUTS, BOLTS AND HARDWARE ARE REQUIRED IN AND AROUND LIFT STATIONS AND FOR FACILITIES INSTALLED OVER OR UNDER BRACKISH OR MARINE WATERS. THIS REQUIREMENT APPLIES TO FLANGE BOLTS AND NUTS ON FLANGED PIPING, MOUNTING BRACKETS, ALL THREAD ROD, ANCHOR BOLTS, WASHERS, CLAMPS AND OTHER MISCELLANEOUS HARDWARE. ANTI-GALLING COMPOUND ANTI-SEIZE LUBRICANT SHALL BE APPLIED TO THE THREADS OF ALL STAINLESS STEEL BOLTS PRIOR TO INSTALLATION.

    ANTI-SEIZE LUBRICANT SHALL BE GRAPHITE 50 ANTI-SEIZE BY LOCTITE CORPORATION, 1000 ANTI-SEIZE PASTE BY DOW CORNING OR 3M LUBE AND ANTI-SEIZE BY 3M.
12. ALL RUBBER AND SYNTHETIC ELASTOMERIC COMPONENTS OF PRODUCTS THAT COME IN CONTACT WITH POTABLE WATER SHALL BE MANUFACTURED WITH CHLORAMINE RESISTANT ELASTOMERS AND SHALL BEAR NSF APPROVAL.
13. ALL MAIN, INCLUDING FITTINGS, SHALL BE EASILY IDENTIFIABLE AS TO THEIR CONTENTS AND SHALL BE COLOR CODED OR MARKED USING THE UNIVERSAL COLOR CODE OF BLUE FOR WATER, GREEN FOR SEWER AND LAVENDER FOR RECLAIMED. PIPE STRIPED DURING MANUFACTURING OF THE PIPE SHALL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE SHALL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE; FOR PIPES WITH AN INTERNAL DIAMETER OF 24 INCHES OR GREATER, TAPE SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE.

Pipe Installation Protocol

MAY 24, 2023 (Rev D-23)

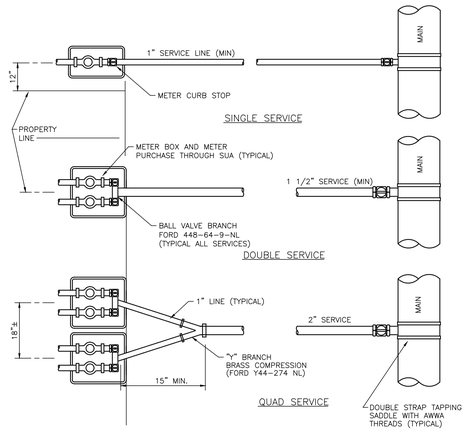


NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. WHERE POSSIBLE, SERVICE TAPS OR FIRE HYDRANTS (SEE "SAMPLE POINT – FIRE HYDRANT" DETAIL) SHALL BE USED AS SAMPLING POINTS.

Sample Point - In Line

MAY 24, 2023 (Rev A-15)



NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)

1. AUTHORIZED SERVICE LINE MATERIAL:
   A) TYPE "K" COPPER TUBING WITH COMPRESSION FITTINGS.
   B) POLYETHYLENE TUBING SDR 9, COPPER TUBE SIZE.
2. METER CURB STOP SHALL BE WITH LOCKING WINGS AND DRILLED METER NUT, 1" MINIMUM.
3. 1" METER CURB STOPS WITH 3/4" VALVES SHALL NOT BE PERMITTED.
4. MULTIPLE SERVICE/METER INSTALLATIONS OF MORE THAN 4 METERS PER SERVICE AND SERVICE LINES LARGER THAN 2" IN DIAMETER SHALL BE APPROVED ON AN INDIVIDUAL BASIS.
5. METER CURB STOPS 1 1/2" AND 2" IN SIZE SHALL BE PROVIDED WITH A METER FLANGE.
6. SERVICE LINE SHALL BE CONTINUOUS BETWEEN CORP STOP AND CURB STOP WITH THE EXCEPTION OF THE "Y" BRANCH.

Typical Water Service

MAY 24, 2023 (Rev C-23)

PERMIT SET

ADAM SWANEY, P.E., PROFESSIONAL ENGINEER LICENSE NO. 72235. THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ADAM SWANEY, P.E. USING A SHA-1 AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Know what's below. Call before you dig.

REVISIONS		
NO.	DATE	REMARKS	BY

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ADAM SWANEY, P.E.
NO. 72235

NORTH PALM BEACH COUNTRY CLUB GOLF MAINTENANCE BUILDING
NORTH PALM BEACH, FL
DETAILS

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS
1280 N. CONGRESS AVE. SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 •
WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #7095

J:\Land Projects R2\03045 170 NPB Golf Course Maintenance Building\Water Service\DWG\03045 170 Water.dwg DATE: 11/16/2023 1:49 PM

DATE	11-11-2023
DRAWN	AMW/KAK
PROJECT ENGINEER	ACS
PROJECT MANAGER	KAK
CHECKED	ACS

T-17 S-10 R-43 O-Z

W-6 / 6

JOB NO. 03045.170

PLOT: 11/16/2023 1:56:30 PM

SET, PERMIT

North Palm Beach Country Club Water Service Revision 1

Johnson Davis Inc.

604 Hillbrath Dr.

Lantana, Fl 33462

Contact: **Jim Amsler**

Email: **jamsler@johnsondavis.com**

Cell: **561-356-0162**

Quote To:	Beth Davis	Job Name:	NPB CC Water Service Revisoin 1
	North Palm Beach Country Club	Date of Plans:	N/A
Cell:	772-245-9058	Revision Date:	N/A

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LSU	2,000.00	2,000.00
20	GENERAL CONDITIONS	1.00	LSU	6,500.00	6,500.00
30	2" DIRECTIONAL DRILLED WATER SERVICE	881.00	LF	60.00	52,860.00
40	2" OPEN CUT WATER SERVICE W/TEE AND CAP	85.00	LF	50.00	4,250.00
50	2" GATE VALVE ASSEMBLY	2.00	EA	2,500.00	5,000.00
60	CONNECT TO EXISTING RPZ	1.00	EA	2,000.00	2,000.00
70	CONNECT TO EXISTING MNTNC BUILDING	1.00	EA	2,000.00	2,000.00

GRAND TOTAL **$74,610.00**

NOTES:

* All MOT costs are included in general conditions.
* Construction survey and certification as-builts are included in general conditions.
* Density testing is included in general conditions.
* Bahia sod is included for restoration at drill sites. Other restoration is not included.
* Cost of NPDES permit and monitoring is included in general conditions.
* Portable sanitary facilities are included in our proposal.
* Bond premium is not included in our proposal.
* Multiple mobilizations are included in our proposal.
* All costs associated with permit fees, inspection fees & impact fees will be paid by others and is NOT included in our proposal.
* Water meter and usage costs are included in general conditions.
* J-D is not responsible for damage to completed work caused by others. Repairs to correct damage caused by others will only be undertaken upon receipt of an authorized change order for the full amount necessary to make the repairs.
* J-D's proposal including all notes, terms, and conditions mentioned herein must be included in any agreement resulting from this proposal.
* Unless otherwise indicated in writing, this proposal expires 30 days from the date of the proposal. This proposal may be extended for additional periods of time, at the sole discretion of J-D.
* Progress payments and Final payment to J-D shall be in accordance with Florida Statute 337.11.
* Johnson-Davis crews are available 10 - 12 weeks after contract is signed.
* Seacoast Utility Authority to perform meter change out, cap existing tap, perform new tap, install 1-1/2" RPZ.

D.S. EAKINS
CONSTRUCTION CORPORATION

HOURLY PROPOSAL

To: Village of North Palm Beach
Attn: Beth Davis
Phone: (561) 691-3433
Email: bdavis@village-npb.org

Date: 9/16/2023
Quote Num: 22-0040R3
Page: 1 of 1

Job Location: 951 US-1, North Palm Beach, Florida - Maintenance Water Service
Job Description: Install new 2" Water Service to Maintenance facility from US1 across golf course via HDD.

Dear Ms. Davis,
The following is a quote from D. S. Eakins Construction Corp. for the above referenced project based on City of Palm Beach Gardens Misc. Public Works Contract # ITB2020-124PS.

Item #	Description	Quantity			Unit Price		Price
	Labor & Equipment						
87	Construction Crew "A"	30.0	Hours	@	$325.00	Per Hour	$9,750.00
94	Dump Truck (15-20 CY)	10.0	Hours	@	$80.00	Per Hour	$800.00
						Total Labor Estimate =	**$10,550.00**
	Materials						
	Private Utility Locates	1.0	LS	@	$2,000.00	Each	$2,000.00
	Survey & Asbuilts (Allowance)						$7,500.00
	2" DR 9 HDPE Pipe	1,000.0	LF	@	$4.00	Per LF	$4,000.00
	Direction Drill 2" DR 9 HDPE Pipe	1,000.0	LF	@	$28.00	Per LF	$28,000.00
	Misc. Fittings to Connect to Existing (Allowance)						$1,500.00
	Sod or Pavement Replacement						**Not Included**
103	10% Markup						$4,300.00
						Total Pump Rental =	**$47,300.00**
						Total Estimate =	**$57,850.00**

***Does Not Include: Permits, Permit Fees, Milling & Overlay, Pavement Markings, Landscaping replacement or Irrigation replacement/repair.**

Respectfully,

D. Steven Eakins
Vice President
D. S. Eakins Construction

POST OFFICE BOX 530185 LAKE PARK, FLORIDA 33403
PHONE: (561) 842-0010 FAX: (561) 842-0009

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

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

DATE: December 14, 2023

SUBJECT: **RESOLUTION – Approving an Amendment to the Locally Funded Agreement with the Florida Department of Transportation (FDOT) for U.S. Highway One bridge improvements**

The Village entered into a Locally Funded Agreement (LFA) with FDOT on April 18, 2022 to fund select improvements to the U.S. Highway One Bridge over the Earman River at a cost of $128,475.00. The LFA was approved by Village Council through the adoption of Resolution 2022-24 (attached for reference), and provides Village funding for decorative bridge features including landscape planters, trash receptacles, anchored benches, stamped concrete pavement, decorative lighting, and LED lights.

Following FDOT bid selection, the awarded contractor bid $134,840 for the items described above, which exceeds original LFA funding by $6,365.00. In accordance with Item 5 of the LFA, the Village is obligated to fund this increased amount.

The FDOT has drafted "Amendment Number One" (attached) for execution by the Village to demonstrate the Village's formal acceptance and willingness to fund the $6,365 increase.

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

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works / Streets & Grounds Maintenance	I7321-66210	Construction & Major Renovation	$6,365.00
			Original Amount	$128,475.00
			Total w/FDOT Amendment One	**$134,840.00**

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving Amendment Number One to the Locally Funded Agreement with the Florida Department of Transportation for decorative features for the U.S. Highway One bridge over the Earman River at an additional cost of $6,365.00, with funds expended from Account No. I7321-66210 (Streets & Grounds – Construction and Major Renovation), and authorizing the Mayor and Village Clerk to execute the Amendment in accordance with Village policies and procedures.

to fund the LFA increase as described above, for a total LFA amount of $134,840.00, with funds expended from the Infrastructure Surtax Fund Account No. I7321-66210 (Public Works/Streets & Grounds - Construction & Major Renovation) and authorizing the Mayor and Village Clerk to execute the 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 AMENDMENT NUMBER ONE TO THE LOCALLY FUNDED AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO PROVIDE ADDITIONAL FUNDING TO COVER THE COST OF CERTAIN IMPROVEMENTS RELATED TO THE REPLACEMENT OF THE U.S. HIGHWAY ONE BRIDGE OVER THE EARMAN RIVER AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2022-24 on March 24, 2022, the Village Council approved a Locally Funded Agreement with the Florida Department of Transportation to include and pay for additional aesthetic features in connection with FDOT's replacement of the U.S. Highway One bridge over the Earman River at a total cost of $128,475.00; and

WHEREAS, the cost of the improvements as bid by the contractor exceeds the estimated cost set forth in the Agreement by $6,365.00, and FDOT has requested that the Village execute an Amendment to the Agreement to formally acknowledge the Village's payment of the additional costs; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the interests of the health, safety, and welfare 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 "whereas" clauses are hereby adopted and incorporated herein.

Section 2. The Village Council hereby approves Amendment Number One to the Locally Funded Agreement with the Florida Department of Transportation, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Amendment to acknowledge additional funding for the project in the amount of $6,365.00, with funds expended from Account No. I7321-66210 (Public Works/Streets & Ground – Construction & Major Renovation).

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

FM No: 442891-1-52-02
Vendor No: VF-596-017-984

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
VILLAGE OF NORTH PALM BEACH
LOCALLY FUNDED AGREEMENT

AMENDMENT NUMBER ONE

This Amendment, made and entered into this _____day of _____, 20___, by and between the State of Florida Department of Transportation, an agency of the State of Florida, hereinafter called the DEPARTMENT, and Village of North Palm Beach located at 645 Prosperity Farms Road, North Palm Beach, Florida 33408, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, on April 18, 2022, the parties entered into a Locally Funded Agreement, hereinafter referred to as "the Agreement," wherein the PARTICIPANT agreed to provide the DEPARTMENT with financial assistance in connection with Financial Management (FM) No.442891-1-52-02 for the construction and installation of: aesthetic features (landscape planters, trash receptacles, and anchored benches), stamped concrete pavement, decorative lighting, and a LED internally illuminated cabinet wall system collectively referred to as "the Project." The Project will be done as part of the DEPARTMENT'S Bridge replacement work at SR-5/US-1 Federal Highway over the Earman River (C-17) Bridge 930003 in Palm Beach County, Florida; and

WHEREAS, the parties hereto desire to amend the Agreement to add additional PARTICIPANT funds for the Project; and

WHEREAS, the parties hereto mutually agree that this Amendment is in their best interest.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to amend the Agreement as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. This Amendment increases the PARTICIPANT'S share of the Project cost due to the final cost exceeding the available funds on deposit. Accordingly, the PARTICIPANT'S financial share has increased by SIX THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS ($6,365.00). Paragraph 5 and 5A of the Agreement deleted in its entirety and are hereby amended as follows:

   The total cost for the Project and the DEPARTMENT'S bridge replacement work is TWELVE MILLION SEVEN HUNDRED SEVENTY-ONE THOUSAND NINE HUNDRED EIGHTY-SIX DOLLARS AND NO CENTS ($12,771,986.00) The PARTICIPANT'S contribution to the Project is ONE HUNDRED THIRTY-FOUR THOUSAND EIGHT HUNDRED FORTY DOLLARS AND NO CENTS ($134,840.00).

3. The parties herein acknowledge that on October 16, 2023, the PARTICIPANT furnished the DEPARTMENT with a check in the amount of SIX THOUSAND THREE HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS ($6,365.00) for the increased Project costs.

Paragraph 5B, 5C, 5D, 5E, 5F, & 5G of the Agreement shall remain in full force and effect.

All provisions, covenants, terms, and conditions of the Agreement between the parties as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

The remainder of this page left intentionally blank

IN WITNESS WHEREOF, this Amendment is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Amendment by the Village of North Palm Beach's Resolution Number _____, hereto attached.

VILLAGE OF NORTH PALM BEACH

BY: _____
NAME: _____
TITLE: _____

ATTEST:

_____
CITY CLERK (SEAL)

APPROVED:

BY: _____
CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
JOHN P. KRANE, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

LEGAL REVIEW:

BY: _____
OFFICE OF THE GENERAL COUNSEL

APPROVED:

BY: _____
DISTRICT PROGRAM MANAGEMENT ADMINISTRATOR

RESOLUTION 2022-24

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A LOCALLY FUNDED AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO PROVIDE FOR THE FUNDING AND MAINTENANCE OF CERTAIN IMPROVEMENTS RELATED TO THE REPLACEMENT OF THE U.S. HIGHWAY ONE BRIDGE OVER THE EARMAN RIVER AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation is replacing the U.S. Highway One bridge over the Earman River (C-17 Canal) ("Project"); and

WHEREAS, the Village has requested that the Project include additional aesthetic features, including, but not limited to, landscape planters, trash receptacles, benches, stamped concrete pavement, decorative lighting, and lighted Village logos ("Additional Improvements"); and

WHEREAS, in order to facilitate the inclusion of the Additional Improvements in the Project, the Village shall provide the Department with funding in accordance with the terms and conditions of a Locally Funded Agreement and shall agree to maintain the Additional Improvements; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the interests of the health, safety and welfare 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 "whereas" clauses are hereby adopted and incorporated herein.

Section 2. The Village Council hereby approves a Locally Funded Agreement with the Florida Department of Transportation, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Agreement. The Village Council authorizes funding in the amount of $128,475.00, payable from Account No. I7321-66210 (Public Works/Streets & Ground – Construction & Major Renovation), and further authorizes the Mayor and Village Manager to execute all additional agreements required by the Locally Funding Agreement, including, but not limited to, a Three Party Escrow Agreement, a Lighting Maintenance Memorandum of Agreement, and an Amendment to the existing Landscape Maintenance Memorandum of Agreement.

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

PASSED AND ADOPTED THIS 24TH DAY OF MARCH, 2022.

(Village Seal)

VILLAGE OF NORTH PALM BEACH FLORIDA

MAYOR

ATTEST:

VILLAGE CLERK

DocuSign Envelope ID: 8AF315A4-835A-4BBA-9D27-EA81831FC97E

FM No: 442891-1-52-02
FEID No: VF-596-017-984

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCALLY FUNDED AGREEMENT

THIS Locally Funded Agreement ("Agreement"), entered into this 18th day of April 20 22, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the Village of North Palm Beach at 501 US Highway 1, North Palm Beach, FL 33408, hereinafter called the VILLAGE.

WITNESSETH

WHEREAS, the VILLAGE is providing the DEPARTMENT with financial assistance for certain improvements in connection with the DEPARTMENT's Bridge replacement work at SR-5/US-1 Federal Highway over the Earman River (C-17) Bridge 930003 in Palm Beach County, Florida. (Financial Management (FM) Number 442891-1-52-01, Funded in Fiscal Year 2022/2023); and

WHEREAS, the VILLAGE has requested that the DEPARTMENT perform the following additional work: construction (install) aesthetic features (landscape planters, trash receptacles, and anchored benches), Install stamped concrete pavement, construction (install) decorative lighting, and construction (install) LED internally illuminated cabinet wall system (Financial Management (FM) Number 442891-1-52-02, Funded in Fiscal Year 2022/2023) as set forth in **Exhibit A** attached hereto and made a part hereof and hereinafter referred to as the Project; and

WHEREAS, the improvements are in the interest of both the VILLAGE and the DEPARTMENT and it would be more practical, expeditious, and economical for the DEPARTMENT to perform such activities; and

WHEREAS, the VILLAGE by Resolution No. 2022-24 dated the 24th day of March 20 22, a copy of which is attached hereto and made a part hereof, authorizes the Mayor of the VILLAGE or designee to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The DEPARTMENT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

3. The VILLAGE agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the DEPARTMENT at no cost.

4. The DEPARTMENT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The DEPARTMENT will make reasonable efforts to obtain the VILLAGE's input in its decisions.

5. The total cost for the Department's Bridge work and the Project is estimated to be NINE MILLION ONE HUNDRED SIXTY THOUSAND FIVE HUNDRED FORTY EIGHT DOLLARS AND NO CENTS ($9,160,548.00). The VILLAGE's share of the Project is an estimated amount of ONE HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS ($128,475.00), which sum shall be paid to the DEPARTMENT. In the event the actual cost of the Project is less than the funds provided, the difference will be refunded to the VILLAGE. In the event the actual cost of the Project, without modifications, results in a sum greater than that paid by the VILLAGE, then such sum shall be the sole responsibility of the VILLAGE and shall be paid to the DEPARTMENT.

(A) The VILLAGE agrees that it will, within thirty days of the execution of this Agreement, furnish the DEPARTMENT with a check in the amount of ONE HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS ($128,475.00), towards the Project costs.

In the event payment is not received by the DEPARTMENT within thirty (30) days of execution of this Agreement the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the DEPARTMENT's Work Program.

Remittance shall be made payable to the Department of Transportation. Payment shall be clearly marked to indicate that it is to be applied to FM Number 442891-1-52-02. The DEPARTMENT shall utilize this amount towards costs of Project No. 442891-1-52-02.

Payment shall be mailed to:
Florida Department of Transportation
Office of Comptroller
General Accounting Office, LFA Section
605 Suwannee Street, MS 42B
Tallahassee, Florida 32399

In lieu of mailing payment to the DEPARTMENT, the VILLAGE may also submit the payment for the Project via wire transfer.

Wire transfer/Payments are to be made to:

Wells Fargo Bank, N.A.
Account # 4834783896
ABA # 121000248
Chief Financial Officer of Florida
Re: DOT – K 11-78, Financial project # 442891-1-52-02.

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

Once the wire transfer is complete, the VILLAGE shall contact Kenneth Ward at 850-414-4886. In addition to calling Mr. Ward, the VILLAGE shall send an email notification to Leos Kennedy at leos.kennedy@dot.state.fl.us stating the day and time the wire transfer was sent.

(B) If the Project costs are in excess of the advance deposit amount, the VILLAGE will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT. The DEPARTMENT will notify the VILLAGE as soon as it becomes apparent that Project costs are in excess of the advanced deposit amount; however, failure of the DEPARTMENT to so notify the VILLAGE shall not relieve the VILLAGE from its obligation to pay for its full participation. If the VILLAGE cannot provide the additional deposit within fourteen (14) calendar days, a letter must be submitted to and approved by the DEPARTMENT's Project Manager indicating the date the deposit will be made and the DEPARTMENT's written consent to the payment of the additional deposit on said date. The VILLAGE understands the request and approval of the additional time could delay the Project, and additional costs at the VILLAGE 's expense may be incurred due to delay of the Project. In the event of non-payment, the DEPARTMENT reserves the right to terminate this Agreement and remove the Project from the Department's Work Program.

(C) If the VILLAGE 's payment for the accepted bid amount plus allowances is less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the VILLAGE's payment for the accepted bid amount plus allowances if such refund is requested by the VILLAGE in writing.

(D) Should Project modifications occur that increase the VILLAGE's payment for the Project costs, the VILLAGE will be notified by the DEPARTMENT. The VILLAGE agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the cost of the Project. The DEPARTMENT shall notify the VILLAGE as soon as it becomes apparent the actual costs will exceed the deposit amount. However, failure of the DEPARTMENT to so notify the VILLAGE shall not relieve the VILLAGE from its obligation to pay for its full participation. Funds due from the VILLAGE during the Project not paid within forty (40) calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to Section 55.03, F.S. In the event the VILLAGE fails to make the additional payment within the time hereinabove set forth, in addition to any other remedy, the DEPARTMENT reserves the right to terminate this Agreement.

(E) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days of final payment to the contractor. The DEPARTMENT considers the Project complete when the final payment has been made to the contractor, not when the construction work is complete. All Project cost records and accounts shall be subject to audit by a representative of the VILLAGE for a period of three (3) years after final close out of the Project. The VILLAGE will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, the excess funding will be refunded to the VILLAGE. If the final accounting is not performed within three hundred sixty (360) days, the VILLAGE is not relieved from its obligation to pay.

(F) In the event the final accounting of total Project costs indicate that the Project costs are greater than the total deposits to date, the VILLAGE will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The VILLAGE agrees to pay interest at a rate as established pursuant to *Section 55.03, F.S.,* on any invoice not paid within forty (40) calendar days until the invoice is paid.

(G) Upon receipt of payment, from the VILLAGE to the DEPARTMENT, the DEPARTMENT will then forward the VILLAGE's payment to the Department of Financial Services, Division of Treasury for deposit as provided in the Three Party Escrow Agreement (3PEA) between the VILLAGE, the DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury, a copy of which is attached hereto and made a part hereof as **Exhibit B.**

6. The VILLAGE and the DEPARTMENT agree to maintain certain roadway and lighting improvements. The VILLAGE and the DEPARTMENT will enter into a Lighting Maintenance Memorandum of Agreement (LMMOA) whereby the VILLAGE shall agree to maintain the Project in accordance with terms of the Agreement. A copy of the Agreement is attached hereto and made part hereof as **Exhibit C.** The terms of this paragraph shall survive the termination of this Agreement.

7. On December 27, 2001, the VILLAGE and the DEPARTMENT entered into a Landscape Memorandum of Agreement (LMOA) whereby the VILLAGE agreed to maintain certain landscape improvements. The VILLAGE and the DEPARTMENT will enter into an Amendment to the LMOA whereby the VILLAGE shall agree to maintain the Project in accordance with terms of the Amendment and the MMOA. A copy of the amendment is attached hereto and made part hereof as **Exhibit D.** The terms of this paragraph shall survive the termination of this Agreement.

8. In the event it becomes necessary for either party to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.

9. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the VILLAGE under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

10. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the VILLAGE and the DEPARTMENT until the Project (FM# 442891-1-52-02) is completed as evidenced by the written acceptance of the DEPARTMENT.

11. The VILLAGE warrants that it has not employed or obtained any company or person, other than bona fide employees of the VILLAGE, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the VILLAGE. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

12. The VILLAGE / Vendor/ Contractor:

    (A) shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the VILLAGE / Vendor/ Contractor during the term of the contract; and

    (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

14. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

15. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Bing Wang, P.E.
A second copy to: Office of the General Counsel

If to the VILLAGE:

Village of North Palm Beach
501 Highway US One
North Palm Beach, FL 33408
Attn: Village Manager
With a copy to: Village Attorney

The remainder of this page left intentionally blank

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Village of North Palm Beach Resolution Number 2022-24, hereto attached.

VILLAGE OF NORTH PALM BEACH

BY: _____
NAME: Deborah Searcy
TITLE: Chairperson/ Mayor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: Steven Braun
86FB79A8F1FF4FE...
STEVEN C. BRAUN, P.E.
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

BY: _____
VILLAGE CLERK

(SEAL)

VILLAGE OF NORTH PALM BEACH FLORIDA

APPROVED: (AS TO FORM)

DocuSigned by:
BY: Francine Steelman
43DE6BB3D3BF464...
OFFICE OF THE GENERAL COUNSEL

APPROVED:

BY: _____
ATTORNEY

APPROVED:

DocuSigned by:
BY: Jessica Rubio
7CE57988DE6E4F7...
DISTRICT PROGRAM MGMT. ADMINISTRATOR

SECTION No.:	**93040000**
FPID No.:	**442891-1-52-01**
COUNTY:	**Palm Beach**
S.R. No.:	**5**

DISTRICT FOUR (4) AMENDMENT NUMBER ONE (1) TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE MEMORANDUM OF AGREEMENT

THIS AMENDMENT Number One (1) to the Agreement dated December 27, 2001, made and entered into this 22 day of April 20 22 by and between the State of Florida Department of Transportation, hereinafter called the **DEPARTMENT,** and the **VILLAGE OF NORTH PALM BEACH**, a municipal corporation of the State of Florida, hereinafter called the **AGENCY**.

W I T N E S S E T H:

WHEREAS, the parties entered into the Maintenance Memorandum of Agreement dated December 27, 2001 for the purpose of maintaining the landscape improvements by the **AGENCY** on State Road 5; and,

WHEREAS, the **DEPARTMENT** and the **AGENCY** have agreed to add additional landscape to be installed on State Road **5 (US-1)** in accordance with the above referenced Agreement; and,

WHEREAS, the parties hereto mutually recognize the need for entering into an Amendment designating and setting forth the responsibilities of each party, and

WHEREAS, the **DEPARTMENT** and the **AGENCY** entered into a Locally Funded Agreement (LFA) wherein the Agency is funding certain improvements that are subject to this agreement, and

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. Pursuant to paragraph 4, page 2-3 of the original Maintenance Memorandum of Agreement for State Road 5 dated December 27, 2001, the DEPARTMENT may construct additional landscape improvements or modify an improvement located as indicated in **Exhibit "A"**, State Road 5 (US-1) from M.P. 0.674 to M.P. 0.849, in accordance with the plans attached as **Exhibit "B".**

2. The **DEPARTMENT** shall install or caused to be installed landscape improvements described as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as referenced in **Exhibit "B"**. Hardscape shall mean, but not be limited to, site furnishings, landscape accent lighting, bike racks, fountains, tree grates, decorative free standing or retaining wall(s) and/or any non-standard roadway, sidewalk, median or crosswalk surfacing, such as, but not limited to the following: specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]).

   If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the landscape improvements if changes are not approved within the given time frame.

3. The agency shall obtain written approval of the Department's District Landscape Architect for the species of plants to be installed in the planters.

4. The **AGENCY** shall agree to maintain the additional landscape improvements as described in paragraph 2 of the original Agreement and according to **Exhibit "C"** Maintenance Plan.

5. Amending paragraph 2, page 1 of the original Maintenance Memorandum of Agreement for State Road 5 dated December 27, 2001; the **AGENCY** shall maintain concrete sidewalk in the area of the site furnishings from M.P. 0.717 to M.P. 0.755.

Except as modified by this Amendment, all terms and conditions of the original Agreement and all Amendments thereto shall remain in full force and effect.

LIST OF EXHIBITS

Exhibit A - Landscape Improvements Maintenance Boundaries
Exhibit B - Landscape Improvement Plans
Exhibit C - Landscape Maintenance Plan
Exhibit D - Approximate Cost for Hardscape Improvements
Exhibit E - Patterned Pavement Maintenance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

AGENCY

By: _____
Chairperson / Mayor / Manager

Attest: _____ (SEAL)
Clerk

VILLAGE OF NORTH PALM BEACH FLORIDA

Legal Review Date

_____ 4/14/22

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Steven Braun
86FB79A8F1FF4FF...
Transportation Development Director

DocuSigned by:
Attest: Alia E. Chanel
E14549BD681D471... (SEAL)
Executive Secretary

Legal Review Date

DocuSigned by:
Dawn Roduerno
CAA57910ADF54DE... 4/22/2022 | 3:56 PM EDT
Office of the General Counsel

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

April 27, 2022

Mr. Andy Lukasik
Village Manager
Village of North Palm Beach
501 US Highway 1
North Palm Beach, Florida 33408

RE: Locally Funded Agreement (LFA)
FM: 442891-1-52-02
Description: Construction (install) aesthetic features (landscape planters, trash receptacles, and anchored benches), Install stamped concrete pavement, construction (install) decorative lighting, and construction (install) LED internally illuminated cabinet wall system during the Department's bridge replacement work at SR-5/US-1 Federal Highway over the Earman River (C-17) Bridge 930003

Dear Mr. Lukasik:

Enclosed please find a copy of a fully executed Three Party Escrow Agreement for the above referenced project. Said documents are to be retained for your records.

If you have any questions, please do not hesitate to contact me. I can be reached at (954) 777-2285.

Sincerely,

Leos Kennedy

Leos A. Kennedy, Jr.
Program Management Unit
District Four

enc: LFA
copy: Bing Wang, P.E., Project Manager
Mark Madgar, Work Program Manager
LFA Section
File

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Village of North Palm Beach ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name:	Install stamped concrete pavement, construction (install) aesthetic features, decorative lighting, and construction (install) LED internally illuminated cabinet wall system
Project #:	442981-1-52-02
County:	Palm Beach

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this Agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

DocuSigned by:
Cheryl Ward
21BEF3F95A3D452...
For FDOT (signature)

Cheryl Ward, Deputy Comptroller, GAO
Name and Title

59-3024028
Federal Employer I.D. Number

4/19/2022 | 3:33 PM EDT
Date

Deborah Searcy
For PARTICIPANT (signature)

Deborah Searcy
Name

Mayor
Title

F-596-017-984-001
Federal Employer I.D. Number

4/12/22
Date

FDOT Legal Review:

DocuSigned by:
Giselle Justo
D0F38D9F5E4D418...

For Escrow Agent (signature)

Director, Tamara Collins
Name and Title

4/26/22
Date

SECTION NO.: **93040000 / 02**
FM No.(s): **442891-1-52-01**
COUNTY: **Palm Beach**
S.R. No.: **SR 5/US 1**

DISTRICT FOUR

LIGHTING MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into this date 04/29/2022, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component **AGENCY** of the State of Florida, hereinafter called the **DEPARTMENT**, and **Village of North Palm Beach**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over State Road 5/ US1 beginning from State Road (SR) 5 / Mile Post (M.P.) M.P. 0.622 to 0.849 and

WHEREAS, the **DEPARTMENT** seeks to install and have maintained by the **AGENCY** certain highway **IMPROVEMENTS**; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain SR 5 beginning from M.P. 0.622 to M.P. 0.849 (within the limits of the **AGENCY**); and

WHEREAS, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the specific elements constructed under Project Number **442891-1-52-01** to include decorative coated light poles, illuminated "The Village of North Palm Beach" logo signs and Florida Power & Light (FPL) new roadway lighting; hereinafter called **IMPROVEMENTS** installed along SR 5 M.P. 0.622 to M.P. 0.849; and

WHEREAS, the Project involves the scope of work as described within **Exhibit A** (**Project Location**, **Description and Aerial**) and **Exhibit B** (**Construction Plans**), which will benefit the **AGENCY**; and

WHEREAS the parties hereto mutually recognize the need for entering into an **AGREEMENT** designation and setting forth the responsibilities of each party; and

WHEREAS the **AGENCY** by Resolution Number 2022-24 entered this date 03/24/2022, attached hereto and by this reference made a part hereof, desires to enter into this **AGREEMENT** and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. RECITALS

The recitals set forth above are true and correct and are deemed incorporated herein.

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2. INSTALLATION OF FACILITIES

A. The **DEPARTMENT** has issued Project Number **442891-1-52-01** to construct the **IMPROVEMENTS** as detailed in **Exhibit A** and **Exhibit B** that will benefit the **AGENCY**.

B. The **IMPROVEMENTS** shall comply with the laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). If there are any major changes to the plan(s), the **DEPARTMENT** shall provide the modified plan(s) to the **AGENCY** and the **AGENCY** shall provide their approval or disapproval to the **DEPARTMENT** within ten (10) business days. The **DEPARTMENT** may elect to withdraw the **IMPROVEMENTS** if changes are not approved within the given time frame.

C. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection before acceptance of the job by the **DEPARTMENT**.

D. The **AGENCY** must maintain the **IMPROVEMENTS** associated within the limits of the project.

3. MAINTENANCE OF FACILITIES

A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** to be installed under Project Number **442891-1-52-01** within the limits of construction. Maintenance by the **AGENCY** will include but not limited to inspection, repair, restoration, replacement, coating replacement and general maintenance of all decorative or non-standard features within the limits of construction. **IMPROVEMENTS** are defined as items requested by the **AGENCY** that are not defined in the **DEPARTMENT'S** Design Standards. This includes Project Number **442891-1-52-01** for decorative coated light poles, illuminated "The Village of North Palm Beach" logo signs and FPL new roadway lighting installed along SR 5, from M.P. 0.622 to M.P. 0.849.

1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.

2) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. Maintenance and cleaning of all **IMPROVEMENTS** shall comply with the Department's Stormwater Pollution Prevention Plan and National Pollutant Discharge Elimination System (NPDES) Stormwater Pollution Prevention Plan and all other environmental laws. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.

3) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn-out parts of the **IMPROVEMENTS**. The **AGENCY**'s

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responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary inspection, maintenance, repair and replacement of any type or nature, including, but not limited to, maintenance, repair, coating replacement, and replacement due to normal wear and tear, named storm event, acts of God, vandalism, and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.

4) The **AGENCY** shall perform all activities necessary to keep the **IMPROVEMENTS** fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power, and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the **IMPROVEMENTS** (including the poles and all other component parts installed as part of the **IMPROVEMENTS**), and locating (both vertically and horizontally) the **IMPROVEMENTS**, as may be necessary.

5) The above-named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, reworking relating to the maintenance obligation I function or **AGREEMENT** termination.

6) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**, as per the requirements in **Exhibit C (Maintenance Plan Requirements).**

7) The **AGENCY** shall be responsible to maintain the light pole structures and electrical components. The **AGENCY** shall replace the structure if destroyed in an accident by third parties. The **DEPARTMENT** expressly assigns its rights, interests and privileges pertaining to said **IMPROVEMENTS'** damage to the **AGENCY,** so **AGENCY** can pursue all claims and causes of actions against the third parties responsible for the damage. The **DEPARTMENT** will assist the **AGENCY** as necessary and will confirm **AGENCY'S** authorization to pursue recovery. The **AGENCY** will be responsible for all attorneys' fees and costs incurred in its recovery activities. The **AGENCY** shall not file suit in the name of the **DEPARTMENT**.

B. The **AGENCY** shall indemnify the **DEPARTMENT** for any and all costs or expenses incurred by the **DEPARTMENT** for the **AGENCY'S** failure to comply with all ADA Laws existing and as may be amended. Costs and expenses shall include the costs to make the facility ADA compliant, Attorney's fees and costs and any judgments. Adjacent sidewalk areas shall be accessible at all times. If sidewalk closures are needed, alternate routes shall be clearly identified, and missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.

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C. All **IMPROVEMENTS** shall at all times have a notification sign posted with the name and phone number of the **DEPARTMENT** within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact **AGENCY** regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.

D. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the **DEPARTMENT** of the Project and Notice thereof to the **AGENCY**, the **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans for Roadway Construction, (e) Manual on Uniform Traffic Control Devices (MUTCD), and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.

E. Any work impacting traffic flow along SR 5 must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT's** Open Roads Policy.

4. NOTICE OF MAINTENANCE DEFICIENCIES

A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **VILLAGE OF NORTH PALM BEACH CITY MAYOR**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the citied deficiency or deficiencies. It said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:

1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.

2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the

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DEPARTMENT and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.

3) If there is no standard equivalent item or if in the **DEPARTMENT's** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.

4) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 7 of this **AGREEMENT** and remove, by the **DEPARTMENT** or its Contractor's personnel, all the **IMPROVEMENTS** installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.

5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** covered by this **AGREEMENT** may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered, or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**.

6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional **IMPROVEMENTS** within the limits of the rights of ways identified as a result of this document subject to the following conditions:

1) Plans for any new **IMPROVEMENTS** shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.

2) The **AGENCY** shall procure a permit and/ or Construction **AGREEMENT** from the **DEPARTMENT**, as appropriate.

3) All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

4) The **AGENCY** agrees to comply with the requirements of this **AGREEMENT** regarding any additional **IMPROVEMENTS** installed at no cost to the **DEPARTMENT**.

7. AGREEMENT TERMINATION

This **AGREEMENT** may be terminated under anyone (1) of the following conditions:

1) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under this **AGREEMENT**, following ten (10) days written notice. The **AGENCY** shall reimburse

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the **DEPARTMENT** for any expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.

2) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this **AGREEMENT**.

3) Only if mutually agreed to by both parties with a six (6) month written notice.

8. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties. The term of this **AGREEMENT** shall remain in effect for as long as the **IMPROVEMENTS** shall exist.

9. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

1) **AGENCY'S** contractor shall at all times during the term of this **AGREEMENT** keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of $500,000.00 per Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.

2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this **AGREEMENT**.

3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at

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least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

1) Utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and

2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

11. ENTIRE AGREEMENT

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except the Local Funded Agreement(s) and State Highway Lighting Maintenance and Compensation Agreement(s) signed between the parties, as amended, as to all other **IMPROVEMENTS** not specifically mentioned in this Agreement. The streetlights installed under this project will be compensated as streetlights under the State Highway Lighting Maintenance and Compensation Agreement. If the **DEPARTMENT** and **AGENCY** fail to agree on the annual lump sum amount to be paid under the State Highway Lighting Maintenance and Compensation Agreement, this Agreement shall supersede that Agreement and the **AGENCY** agrees to maintain the lights solely under this Agreement.

12. EXPENDITURE OF MONEY

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than one year.

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13. DISPUTES

The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this **AGREEMENT**, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

14. ASSIGNMENT

This **AGREEMENT** may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. LAWS GOVERNING

This **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. Venue with respect to judicial proceedings arising out of this **AGREEMENT** shall be in Broward County, Florida.

16. NOTICES

All notices given or required under this **AGREEMENT** shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the **DEPARTMENT**:

State of Florida Department of Transportation
Attention: District Maintenance Engineer
3400 West Commercial Blvd
Ft. Lauderdale, FL 33309-3421If to the

AGENCY:
Village Of North Palm Beach
Attention: City Mayor

17. LIST OF EXHIBITS

Exhibit A: Project Location, Description and Aerial
Exhibit B: Lighting Plans
Exhibit C: Maintenance Plan Requirements

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SECTION NO.:	**93040000 / 02**
FM No.(s):	**442891-1-52-01**
COUNTY:	**Palm Beach**
S.R. No.:	**SR 5/US 1**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

AGENCY:

Village Of North Palm Beach, a municipal
Corporation of the State of Florida:

By: Deborah Searcy Date: 4/11/22
City Manager / Mayor

Print Name: Deborah Searcy

ATTEST:

By: Date: 4/12/22
Clerk

Print Name: Jessica Green

Approved as to Form:

By: Date: 4/14/22
City Attorney

Print Name: Leonard G Rubin

SECTION NO.:	**93040000 / 02**
FM No.(s):	**442891-1-52-01**
COUNTY:	**Palm Beach**
S.R. No.:	**SR 5/US 1**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

DEPARTMENT:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

Sign: Paul Lampley
9EDDF69488FD497...
Director of Operations

Print Name: Paul A. Lampley

Date: 4/29/2022 | 8:00 AM EDT

Approval as to Form:

DocuSigned by:

Sign: Dawn Raduano
CAA57B10ADF54DE...
District General Counsel

Print Name: Dawn Raduano

Date: 4/20/2022 | 3:37 PM EDT

DocuSign Envelope ID: DC1C4F9B-050C-44F4-A370-C7DBC9F05DEF

SECTION NO.: **93040000 / 02**
FM No.(s): **442891-1-52-01**
COUNTY: **Palm Beach**
S.R. No.: **SR 5/US 1**

EXHIBIT A

PROJECT LOCATION, DESCRIPTION AND AERIAL

I. Location:

The **IMPROVEMENTS** associated with this **AGREEMENT** are located in the Village of North Palm Beach, in Palm Beach County, Florida along State Road 5 beginning M.P. 0.622 to M.P. 0.849.

II. Description of Work:

Project Number **442891-1-52-01** to include decorative color coated painted light poles with Light-emitting Diode (LED) fixtures, standard aluminum light poles with LED fixtures, utility conflict poles with LED fixtures, and lighting retrofit of existing high pressure sodium lighting fixtures to LED fixtures, illuminated "The Village of North Palm Beach" logo signs.

It will be the responsibility of the **AGENCY** to maintain the **IMPROVEMENTS** described in this **AGREEMENT**.

III. Aerial

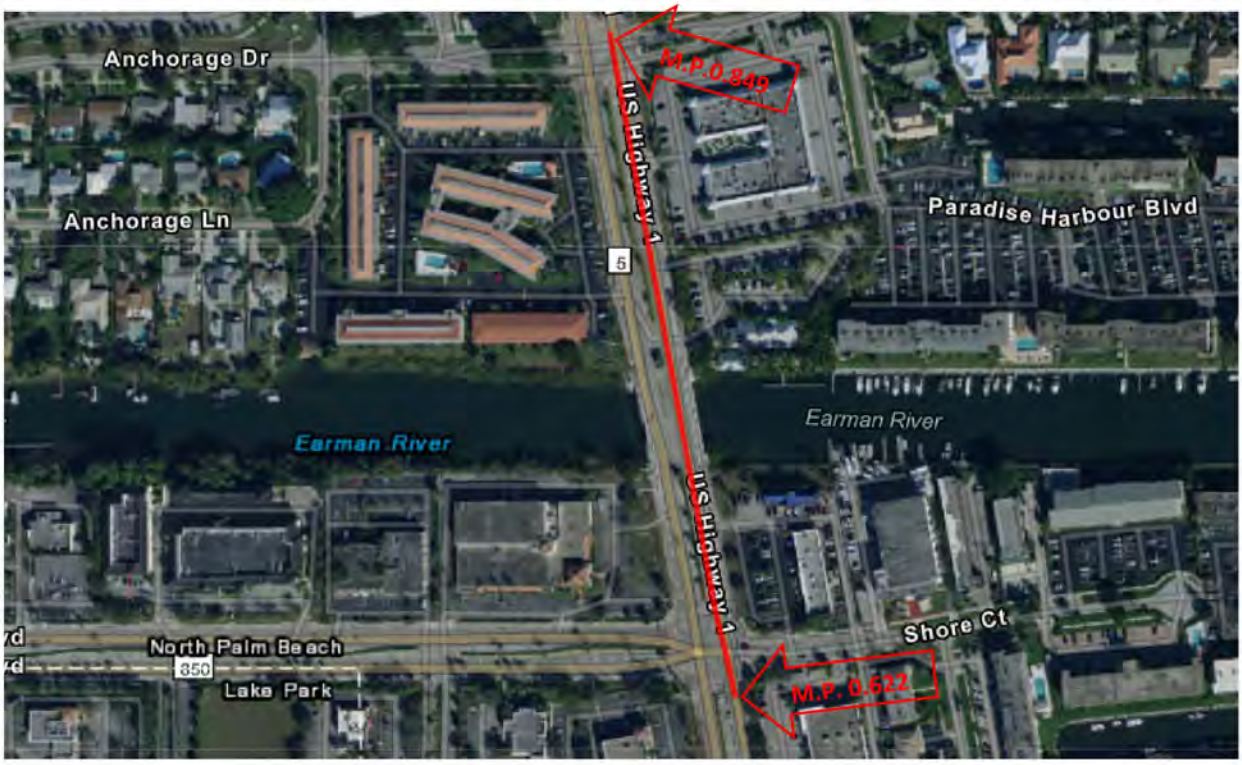

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EXHIBIT B

LIGHTING PLANS

Lighting Plans prepared by Gordon D. Ziecina, P.E., dated January 13th, 2022, as approved by the **DEPARTMENT**.

LIGHTING PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
13	L-1	KEY SHEET
14	L-2	TABULATION OF QUANTITIES
15	L-3	GENERAL NOTES
16	L-4	POLE DATA AND LAGEND
17 - 19	L-5 thru L-7	LIGHTING PLAN
20 - 23	L-8 thru L-11	LIGHTING DETAIL SHEET
24 - 25	L-12 thru L-13	SERVICE POINT DETAIL

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STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 442891-1-52-01

(FEDERAL FUNDS)

PALM BEACH COUNTY (93040)

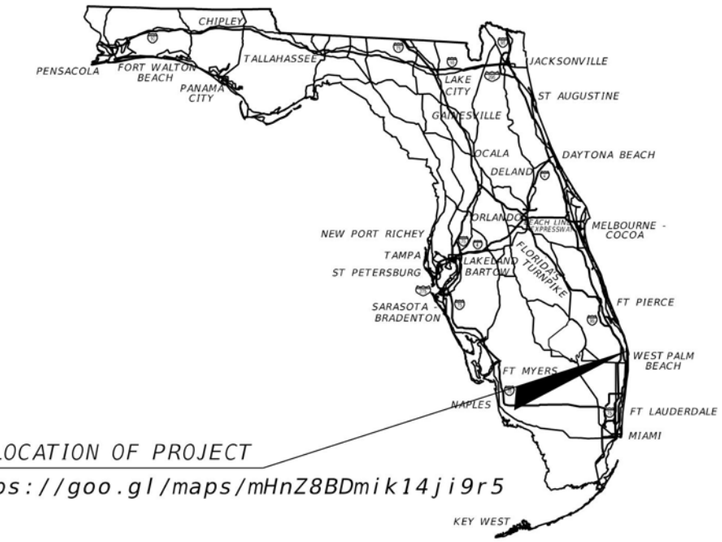
SR-5/US-1 OVER EARMAN RIVER (C-17) BRIDGE 930003

LIGHTING PLANS

INDEX OF LIGHTING PLANS

SHEET NO.	SHEET DESCRIPTION
L-1	KEY SHEET
L-2	TABULATION OF QUANTITIES
L-3	GENERAL NOTES
L-4	POLE DATA AND LEGEND
L-5 thru L-7	LIGHTING PLAN
L-8 thru L-11	LIGHTING DETAIL SHEET
L-12 thru L-13	SERVICE POINT DETAIL
* GL-1 thru GL-2	REPORT OF CORE BORINGS

* These sheets are included in the Index of Lighting Plans only to indicate that it is part of the Lighting Plans. This sheet is contained in a separate digitally signed and sealed document.



LOCATION OF PROJECT

https://goo.gl/maps/mHnZ8BDmik14ji9r5

GORDON D. ZIECINA
LICENSE
No 33770
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LIGHTING PLAN
ENGINEER OF RECORD

Gordon D. Ziecina, P.E.
P.E. NO.: 33770
2041 Vista Parkway, Suite 101
West Palm Beach, FL 33411
Phone: (561) 253-9550
CONTRACT NO.: C9V86
VENDOR NO.: 043682340.001

FDOT PROJECT MANAGER:
BING WANG, P.E.

BIDDABILITY SUBMITTAL
FEBRUARY, 2022.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
TBD	23	L-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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FPL CONTRACTOR TABULATION OF QUANTITIES

DESCRIPTION	UNIT	SHEET NUMBERS										TOTAL THIS SHEET		GRAND TOTAL	
		L-5		L-6		L-7		L-8		L-9					
		PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	75		208		67						350		350	
CONDUIT, FURNISH & INSTALL, DIRECTIONAL BORE	LF	198		475		130						803		803	
PULL & SPLICE BOX, F&I, 13" x 24"	EA														
LUMINAIRE & BRACKET ARM, MOUNTED ON FPL TRANSMISSION POLE	EA			3		1						4		4	
LUMINAIRE ONLY INSTALL ON DECORATIVE POLES INSTALLED BY FDOT CONTRACTOR	EA			3								3		3	
LIGHTING CONDUCTORS, F&I, NO 1/0 TPX	LF	273		1024		329						1626		1626	
POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL FURNISH & INSTALL	EA	2		4		1						7		7	
LIGHT POLE COMPLETE- SPECIAL DESIGN, F&I, SINGLE ARM SHOULDER MOUNT, CONCRETE, 30'	EA	2		4		1						7		7	

FDOT CONTRACTOR TABULATION OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNIT	SHEET NUMBERS										TOTAL THIS SHEET		GRAND TOTAL	
			L-5		L-6		L-7		L-8		L-9					
			PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
630 2 15	CONDUIT, FURNISH & INSTALL, BRIDGE MOUNT	LF			176				40		40		256		256	
635 2 11	PULL AND SPLICE BOXES, F&I, 13" X 24"	EA			4		1						5		5	
635 3 12	JUNCTION BOX, F&I, MOUNTED	EA			2				2		2		6		6	
639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	EA			1		1						2		2	
641 2 12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA			1		1						2		2	
700 5 40	INTERNALLY ILLUMINATED SIGN, INSTALL ONLY, FURNISHED BY VILLAGE OF NORTH PALM BEACH	EA							2		2		4		4	
715 1 15	LIGHTING CONDUCTORS, F&I, NO. 1/0 TPX	LF			176								176		176	
715 1 60	LIGHTING CONDUCTORS, REMOVE & DISPOSE, CONTRACTOR OWNS	LF	112		680		280						1072		1072	
715 4 50	LIGHT POLE COMPLETE, INSTALL ONLY, DECORATIVE CONCRETE POLE 30' MOUNTING HEIGHT	EA			1								1		1	
715 4 70	LIGHT POLE COMPLETE, REMOVE POLE AND FOUNDATION	EA	1		5		2						8		8	
715 7 11	LOAD CENTER, F&I, SECONDARY VOLTAGE	AS			1		1						2		2	
715 500 1	POLE CABLE DISTRIBUTION SYSTEM, CONVENTIONAL	EA			3								3		3	
715 535 130	LIGHT POLE COMPLETE - DECORATIVE BRIDGE MOUNTED POLE, INSTALL ONLY, SINGLE ARM - ALUMINUM 30'	EA			2								2		2	

ALLOCATION OF WORK BETWEEN FPL CONTRACTOR AND FDOT CONTRACTOR:

FPL CONTRACTOR:
THE FPL CONTRACTOR SHALL PERFORM ALL WORK SHOWN IN THESE PLANS EXCEPT FOR THE INSTALLATION OF THE TWO BRIDGE MOUNTED LIGHT POLES AT STA. 274+25 60' RT, 274+25 61' LT, THE DECORATIVE CONCRETE POLE AT STA. 275+41 46' RT. THE BRIDGE MOUNTED CONDUIT, BRIDGE MOUNTED JUNCTION BOXES, THE TWO GROUND MOUNTED LOAD CENTERS, AND THE REMOVAL ITEMS. AFTER FDOT CONTRACTOR INSTALLS THE BRIDGE MOUNTED LIGHT POLES, AND THE DECORATIVE CONCRETE LIGHT POLE, THE FPL CONTRACTOR WILL INSTALL THE DECORATIVE LIGHT FIXTURES, COMPLETE THE ELECTRICAL WIRING, AND VERIFY THE LIGHT FIXTURES ARE FUNCTIONING PROPERLY.

FDOT CONTRACTOR:
THE FDOT CONTRACTOR SHALL INSTALL THE TWO BRIDGE MOUNTED LIGHT POLES AT STA. 274+25 60' RT, 274+25 61' LT, THE DECORATIVE CONCRETE POLE AT STA. 275+41 46' RT, INSTALL ALL BRIDGE MOUNTED JUNCTION BOXES, BRIDGE MOUNTED CONDUIT WITH CONDUCTORS, THE TWO GROUND MOUNTED LOAD CENTERS, THE NPB VILLAGE LOGO SIGNS, REMOVE THE EXISTING LIGHT POLES (715-4-70), AND THE EXISTING LIGHTING CONDUCTORS (715-1-60). ALL INCIDENTAL ITEMS ASSOCIATED WITH THE EXISTING LIGHT POLES (I.E. PULL BOXES ETC.) WILL BE REMOVED AND DISPOSED OF BY THE FDOT CONTRACTOR. EXCEPT THE LUMINAIRES AS NOTED IN THE LIGHT POLE REMOVAL PAY ITEM NOTE.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC
2041 Vista Parkway, Suite 101
West Palm Beach, FL 33411
Phone: (561) 253-9550
Gordon D. Ziecina, P.E., No. 33770

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	PALM BEACH	442891-1-52-01

TABULATION OF QUANTITIES

SHEET NO. L-2

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LIGHTING NOTES

1. PRIOR TO ANY EQUIPMENT ORDER, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL, EQUIPMENT SPECIFICATION OR DESIGN DATA FOR ALL MATERIAL PROPOSED FOR THE PROJECT AND INCLUDES:

   A) CONNECTION HARDWARE FOR CONDUIT, ELBOW SWEEPS, ETC.
   B) LUMINAIRE CUT SHEETS,
   C) LOAD CENTER EQUIPMENT
   D) CONDUCTORS

2. CONTACT SUNSHINE ONE-CALL AS REQUIRED BY CHAPTER 556 OF THE FLORIDA STATUES PRIOR TO EXCAVATION OR DEMOLITION OPERATIONS.

3. THE LOCATION OF THE LUMINAIRES, CONDUITS, AND JUNCTION BOXES ARE DIAGRAMMATIC ONLY AND MAY BE SHIFTED BY THE CONTRACTOR WITH THE APPROVAL OF THE ENGINEER TO ACCOMMODATE FIELD CONDITIONS AND EXISTING UTILITY LOCATIONS.

4. ALL ELECTRICAL WORK SHALL MEET ALL REQUIREMENTS OF THE LATEST EDITIONS OF THE NATIONAL ELECTRIC CODE, THE NATIONAL ELECTRICAL SAFETY CODE AND FDOT STANDARD SPECIFICATIONS.

5. NOTIFY TREVOR BUYS (561-267-5266) WITH FPL AT LEAST 48 HOURS PRIOR TO ANY INSTALLATION THAT IS WITHIN 10' OF ENERGIZED ELECTRICAL CONDUCTORS. FPL, AT ITS OPTION, MAY ASSIST IN TAKING SAFETY PRECAUTIONS AS NECESSARY, EXERCISE EXTREME CAUTION AT ALL TIMES IN PERFORMANCE OF WORK AROUND PRIMARY HIGH VOLTAGE COMPONENTS.

6. PULLING INSTRUCTIONS: CONNECT PULLING DEVICES TO COPPER WIRE AND NOT TO JACKET AND MEET MANUFACTURER'S REQUIREMENTS, USE PULLING COMPOUND PER MANUFACTURER'S REQUIREMENTS. ALL BENDS SHALL BE NOT LESS THEN RECOMMENDED BY N.E.C. OR N.E.S.C. FOR CABLE USED.

LIGHTING PAY ITEM FOOTNOTES:

PAY ITEM 630-2-15:
ALL CONDUITS SHALL BE 1 RUN - 2" UNLESS OTHERWISE NOTED ON PLANS.

PAY ITEM NUMBER 715-1-15 (LIGHTING CONDUCTORS): ARE QUANTIFIED AS POINT TO POINT PLAN DISTANCE FOR FDOT CONTRACTOR ONLY. FPL CONTRACTOR TO INSTALL SUFFICENT LENGTH OF #1/0 TPX CONDUCTOR OVERHEAD AND IN CONDUIT TO COMPLETE LIGHTING CIRCUITS A & B FOR ALL LIGHTING FIXTURES.

PAY ITEM 715-4-70: PAYMENT INCLUDES REMOVAL OF DIRECT BURIAL LIGHTING POLES, FIXTURE MOUNTING ARMS, LUMINAIRES, AS WELL AS ALL INCIDENTAL ITEMS ASSOCIATED WITH THE LIGHT POLES (I.E. PULL BOXES, CONDUIT WIRING, ETC). THIS PAY ITEM INCLUDES THE RESTORATION OF THE AREA OF THE REMOVED LIGHTING POLE TO MATCH EXISTING CONDITIONS.

CONTRACTOR IS TO DELIVER THE LUMINAIRES TO THE VILLAGE OF NORTH PALM BEACH. ALL OTHER REMOVAL ITEMS SHALL BE DISPOSED OF BY THE CONTRACTOR.

LUMINAIRES DELIVERED TO:

MR. KEN HERN
ASSISTANT PUBLIC WORKS DIRECTOR/VILLAGE OF NORTH PALM BEACH
PH NO. 561-641-3443
645 PROSEPERITY FARMS ROAD
NORTH PALM BEACH 33408

PAY ITEM 715-7-11 1AS
FPL CONTRACTOR TO FURNISH AND INSTALL POWER SERVICE POINT AS SHOWN ON PLANS.
FDOT CONTRACTOR TO FURNISH AND INSTALL LIGHTING LOAD CENTER WITHIN FDOT ROADWAY AS SHOWN ON PLANS.

PAY ITEM 715-535-130: FDOT CONTRACTOR TO INSTALL BRIDGE MOUNTED POLES, ELECTRICAL WIRING, AND FIXTURE ARMS ONLY.

LOAD CENTER "A"
120 V, SINGLE PHASE TO NEUTRAL, 3 WIRE
STA. 273+05 RT

LOAD CENTER AND CIRCUIT DESIGNATION	MAIN & CIRCUIT BREAKER SIZES	TOTAL CONNECTED LOAD (AMPS)	TOTAL DEMAND LOAD (AMPS)	OVERCURRENT DESIGN LOAD (KVA)
LOAD CENTER "A"	100 AMPS 2P (MAIN)	15.34	19.18	2.30
A-1	40 AMPS 2P (BRANCH)	15.34	19.18	
SPARE	40 AMPS 2P (SPARE)			

PROP LOAD CENTER "B"
120 V, SINGLE PHASE TO NEUTRAL, 3 WIRE
STA. 280+71 LT

LOAD CENTER AND CIRCUIT DESIGNATION	MAIN & CIRCUIT BREAKER SIZES	TOTAL CONNECTED LOAD (AMPS)	TOTAL DEMAND LOAD (AMPS)	OVERCURRENT DESIGN LOAD (KVA)
LOAD CENTER "B"	100 AMPS 2P (MAIN)	19.78	24.73	2.97
B-1	40 AMPS 2P (BRANCH)	4.44	5.55	
B-2	40 AMPS 2P (BRANCH)	15.34	19.18	
SPARE	40 AMPS 2P (SPARE)			

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LIGHTING ILLUMINATION CRITERIA

AVERAGE INITIAL INTENSITY (HORIZONTAL FOOT CANDLES)	1.5 FOOT CANDLES
AVERAGE INITIAL INTENSITY (VERTICAL FOOT CANDLES)	1.2 FOOT CANDLES
UNIFORMITY RATIO AVG./MIN.	4:1 OR LESS
MAX./MIN.	10:1 OR LESS
DESIGN WIND SPEED	160 MPH

LEGEND

LUMINAIRE LABEL	SYMBOLS	DESCRIPTION
A		144 WATTS (15375 LUMENS) LED LUMINAIRE 40K (4000 CCT) COLOR TEMPERATURE, WIRED FOR 120 VOLT OPERATION. DESIGNED FOR TYPE III DISTRIBUTION. SYMBOL CONSISTS OF NEW DIRECT BURIAL, DECORATIVE LIGHT POLE AND DECORATIVE LUMINAIRE. LIGHTING PHOTOMETRICS BASED ON MPL2 MEMPHIS UTILITY TEARDROP LED ES2-P35S-40K-MVOLT-TG3.
B		133 WATTS (15627 LUMENS) LED LUMINAIRE 3K (3000 CCT) COLOR TEMPERATURE, WIRED FOR 120 VOLT OPERATION. DESIGNED FOR TYPE III DISTRIBUTION. SYMBOL CONSISTS OF ATB2 FIXTURE MOUNTED ON EXISTING FPL TRANSMISSION POLE WITH 6' MOUNTING ARM. PHOTOMETRICS BASED ON ATB2_P40B_MVOLT_R4_3K_RFD323976
C		144 WATTS (15375 LUMENS) LED LUMINAIRE 40K (4000 CCT) COLOR TEMPERATURE, WIRED FOR 120 VOLT OPERATION. DESIGNED FOR TYPE III DISTRIBUTION. SYMBOL CONSISTS OF NEW BRIDGE MOUNTED LIGHT POLE AND DECORATIVE LUMINAIRE. LIGHTING PHOTOMETRICS BASED ON MPL2 MEMPHIS UTILITY TEARDROP LED ES2-P35S-40K-MVOLT-TG3.
D		EXISTING POLE TO BE REMOVED
		INSTALL DIRECTIONAL BORE 2" CONDUIT WITH CONDUCTORS
		INSTALL BRIDGE MOUNTED 2" CONDUIT WITH CONDUCTORS
		INSTALL OPEN TRENCH 2" CONDUIT WITH CONDUCTORS
		PROPOSED PULL BOX
		EXISTING PULL BOX
	J	PROPOSED JUNCTION BOX
	TPX	TRIPLEX ALUMINUM CONDUCTOR 600V URD CABLE

FPL INSTALLED POLE DATA

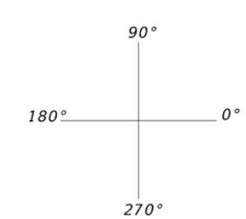
POLE NO.	CIRCUIT	STATION	POLE OFFSET	ARM CONFIGURATION	ARM LENGTH	ARM LOCATION	FOUNDATION	LUMINAIRE WATTAGE	NUMBER OF LUMNINAIRES	MOUNTING HEIGHT	PAY ITEM
1	CKT-A-1	271+25	62' LT	DECORATIVE BRACKET	6'	DECORATIVE POLE	DIRECT BURIAL	144	1	30'	FPL TO FURNISH AND INSTALL
2	CKT-A-1	271+12	51' RT	DECORATIVE BRACKET	6'	DECORATIVE POLE	DIRECT BURIAL	144	1	30'	FPL TO FURNISH AND INSTALL
3	CKT-A-1	272+51	68' LT	DECORATIVE BRACKET	6'	DECORATIVE POLE	DIRECT BURIAL	144	1	30'	FPL TO FURNISH AND INSTALL
4	CKT-A-1	272+65	51' RT	DECORATIVE BRACKET	6'	DECORATIVE POLE	DIRECT BURIAL	144	1	30'	FPL TO FURNISH AND INSTALL
5	CKT-A-1	274+25	61' LT	DECORATIVE BRACKET	6'	DECORATIVE POLE	INSTALL LUMINAIRE ONLY	144	1	30'	FPL TO FURNISH AND INSTALL
6	CKT-B-2	274+25	60' RT	DECORATIVE BRACKET	6'	DECORATIVE POLE	INSTALL LUMINAIRE ONLY	144	1	30'	FPL TO FURNISH AND INSTALL
7	CKT-B-1	275+44	66' LT	BRACKET ARM	6'	FPL TRANSMISSION POLE	N/A	133	1	30'	FPL TO FURNISH AND INSTALL
8	CKT-B-2	275+41	46' RT	DECORATIVE BRACKET	6'	DECORATIVE POLE	INSTALL LUMINAIRE ONLY	144	1	30'	FPL TO FURNISH AND INSTALL
9	CKT-B-1	277+33	70' LT	BRACKET ARM	6'	FPL TRANSMISSION POLE	N/A	133	1	30'	FPL TO FURNISH AND INSTALL
10	CKT-B-2	276+63	58' RT	DECORATIVE BRACKET	6'	DECORATIVE POLE	DIRECT BURIAL	144	1	30'	FPL TO FURNISH AND INSTALL
11	CKT-B-1	278+85	70' LT	BRACKET ARM	6'	FPL TRANSMISSION POLE	N/A	133	1	30'	FPL TO FURNISH AND INSTALL
12	CKT-B-2	278+22	49' RT	DECORATIVE BRACKET	6'	DECORATIVE POLE	DIRECT BURIAL	144	1	30'	FPL TO FURNISH AND INSTALL
13	CKT-B-1	280+17	71' LT	BRACKET ARM	6'	FPL TRANSMISSION POLE	N/A	133	1	30'	FPL TO FURNISH AND INSTALL
14	CKT-B-2	279+71	55' RT	DECORATIVE BRACKET	6'	DECORATIVE POLE	DIRECT BURIAL	144	1	30'	FPL TO FURNISH AND INSTALL

FDOT INSTALLED POLE DATA

POLE NO.	CIRCUIT	STATION	POLE OFFSET	ARM ANGLE ORIENTATION	ARM LENGTH	ARM LOCATION	FOUNDATION	LUMINAIRE WATTAGE	NUMBER OF LUMNINAIRES	MOUNTING HEIGHT	PAY ITEM
5	CKT-A-1	274+25	61' LT	DECORATIVE BRACKET	6'	DECORATIVE POLE	INSTALL BRIDGE MOUNTED POLE AND FIXTURE BRACKET ONLY	144	1	30'	715 535 130
6	CKT-B-2	274+25	60' RT	DECORATIVE BRACKET	6'	DECORATIVE POLE	INSTALL BRIDGE MOUNTED POLE AND FIXTURE BRACKET ONLY	144	1	30'	715 535 130
8	CKT-B-2	275+41	46' RT	DECORATIVE BRACKET	6'	DECORATIVE POLE	INSTALL DIRECT BURIAL DECORATIVE CONCRETE POLE AND FIXTURE BRACKET ONLY.*	144	1	30'	715 4 50

* DIRECT BURIAL DECORATIVE CONCRETE POLE TO BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 641-010

ORIENTATION DIAGRAM



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2041 Vista Parkway, Suite 101
West Palm Beach, FL 33411
Phone: (561) 253-9550
Gordon D. Ziecina, P.E., No. 33770

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	PALM BEACH	442891-1-52-01

POLE DATA AND LEGEND

SHEET NO.
L-4

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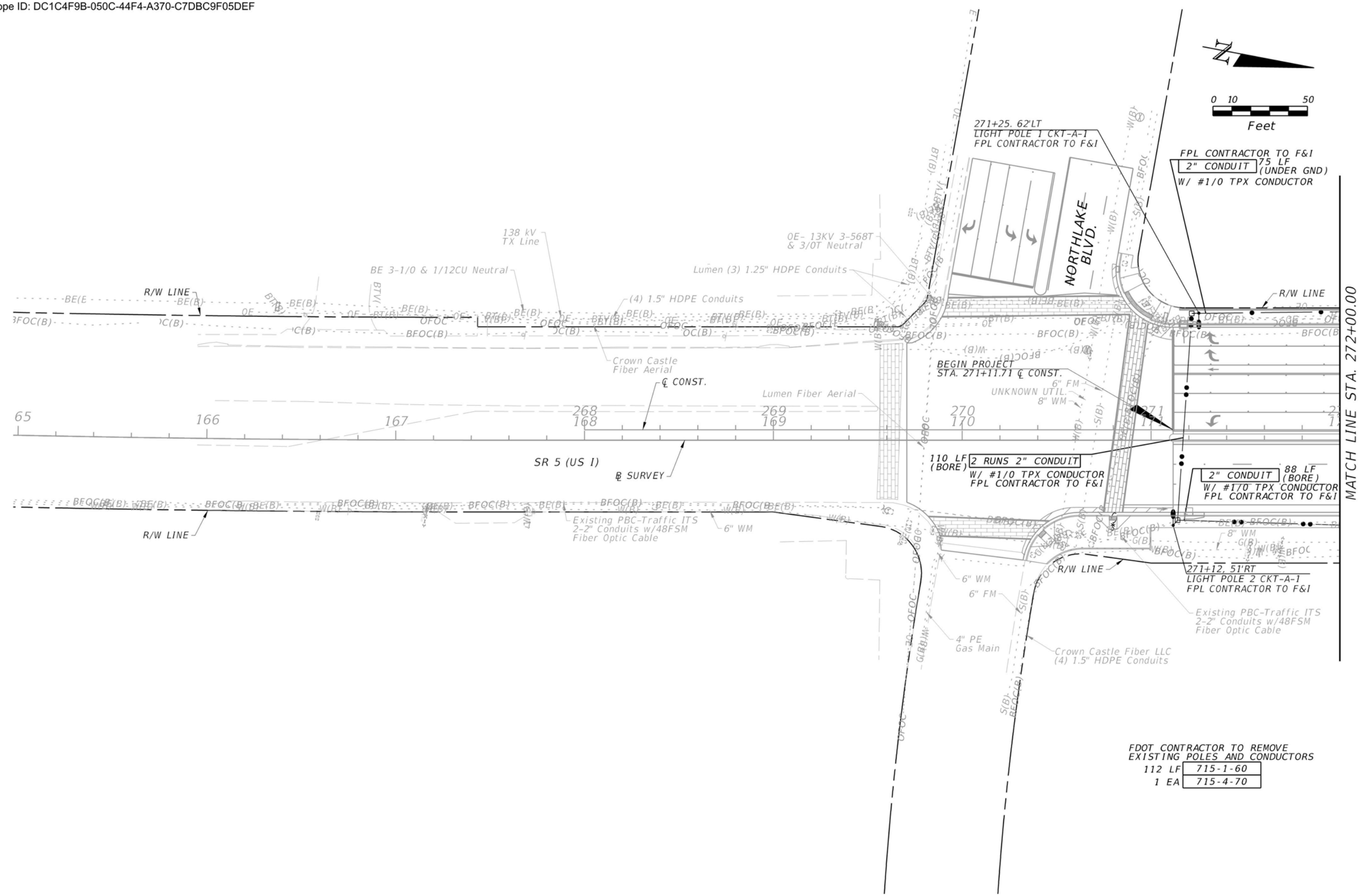

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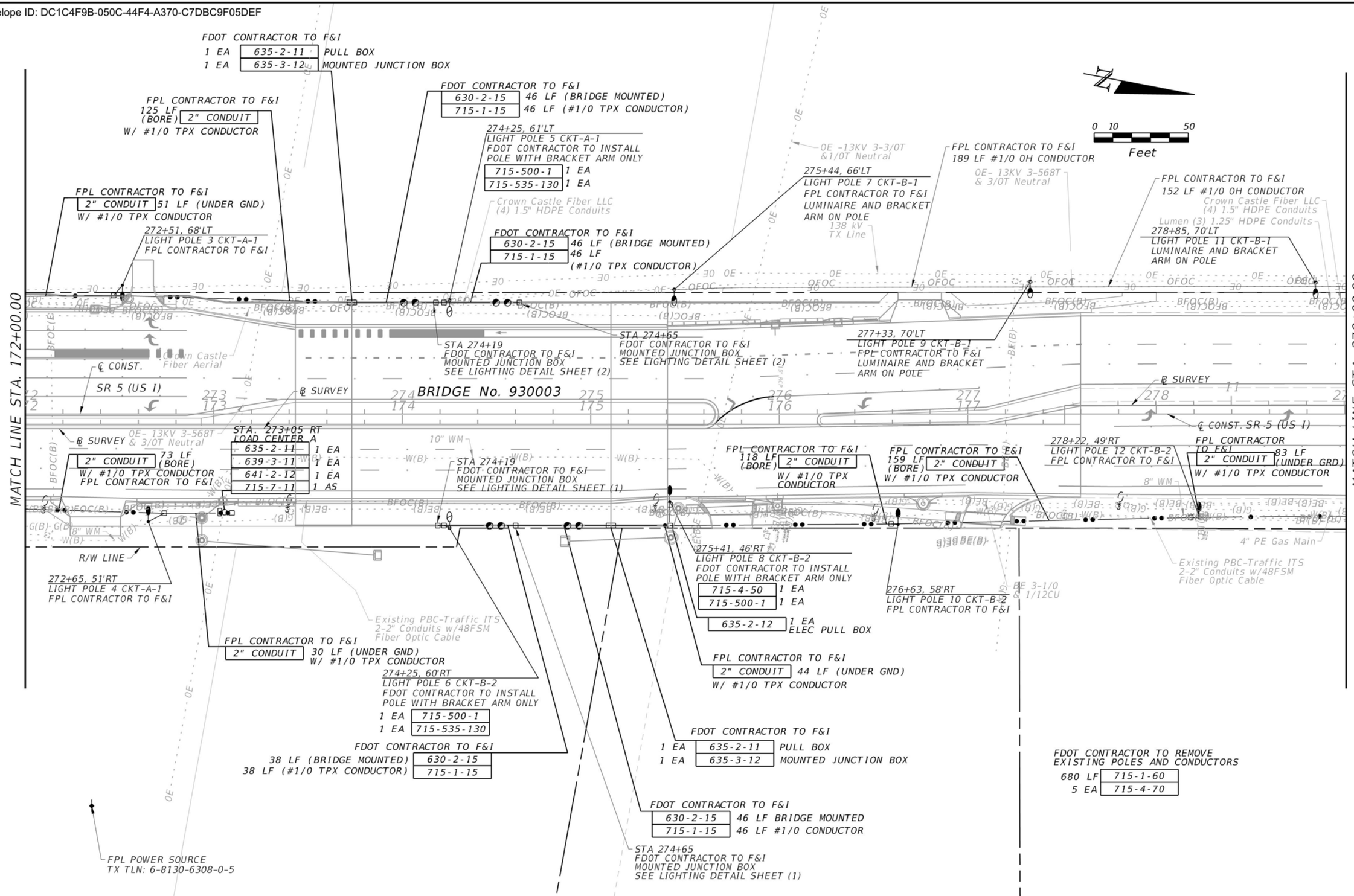
SR 5	PALM BEACH	442891-1-52-01

LIGHTING PLAN

SHEET NO.
L-5

DocuSign Envelope ID: DC1C4F9B-050C-44F4-A370-C7DBC9F05DEF



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LIGHTING PLAN

SHEET NO.
L-6

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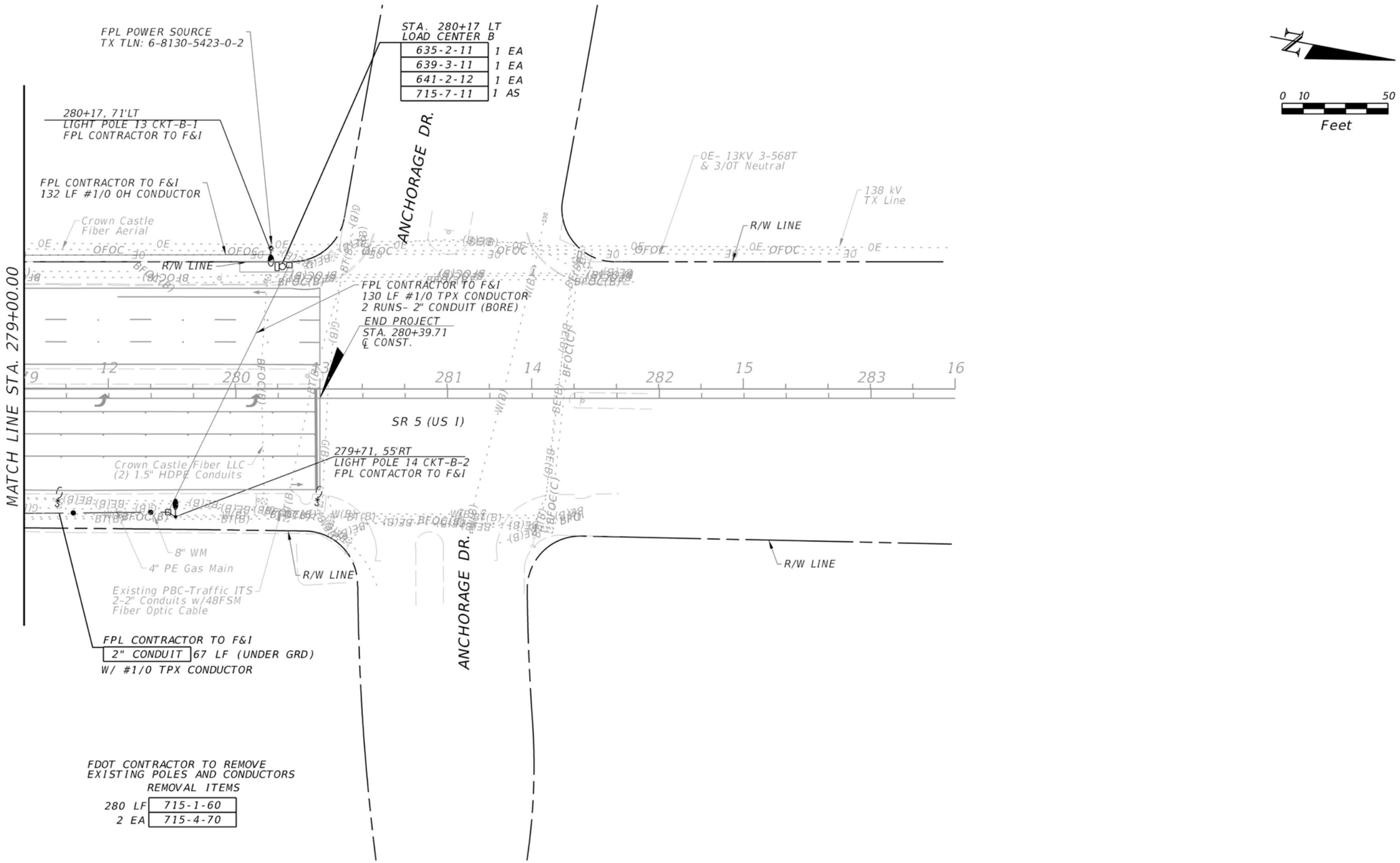

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2041 Vista Parkway, Suite 101
West Palm Beach, FL 33411
Phone: (561) 253-9550
19

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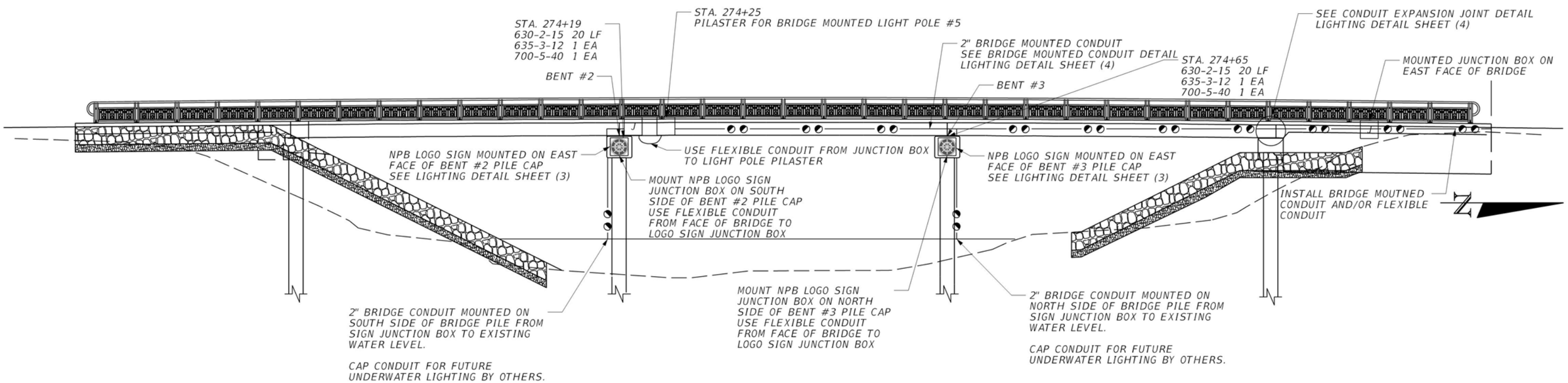
SR 5	PALM BEACH	442891-1-52-01

LIGHTING PLAN

SHEET NO.
L-7

DocuSign Envelope ID: DC1C4F9B-050C-44F4-A370-C7DBC9F05DEF

VILLAGE OF NORTH PALM BEACH LOGO
TO BE INSTALLED BY FDOT CONTRACTOR



ELEVATION
EAST SIDE OF BRIDGE

BRIDGE CONDUIT JUNCTION BOXES

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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2041 Vista Parkway, Suite 101
West Palm Beach, FL 33411
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	PALM BEACH	442891-1-52-01

LIGHTING DETAIL SHEET (1)

SHEET NO.
L-8

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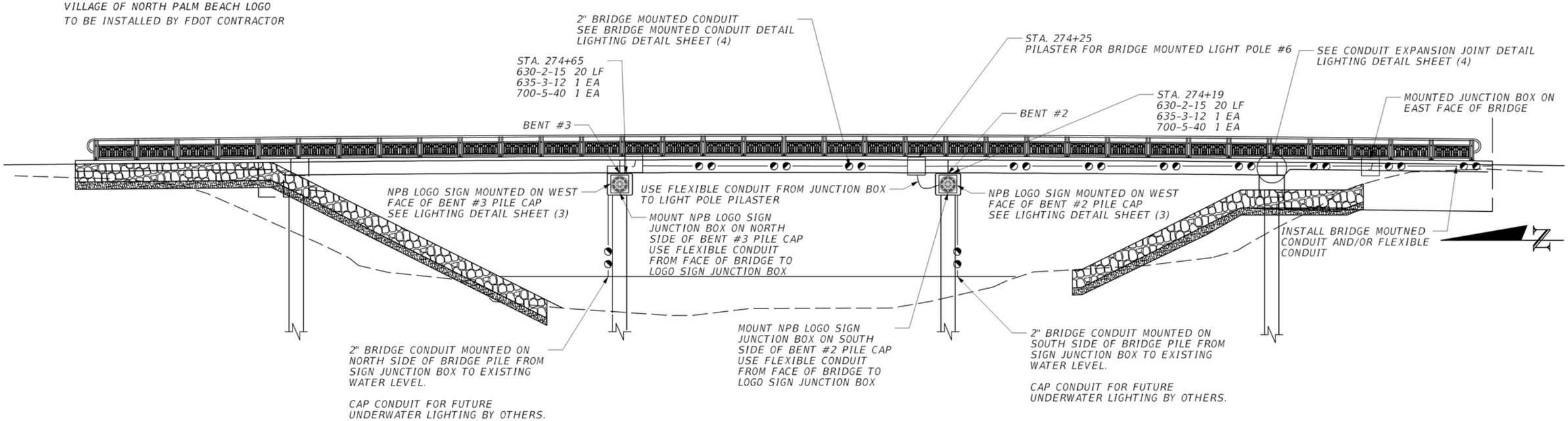
VILLAGE OF NORTH PALM BEACH LOGO
TO BE INSTALLED BY FDOT CONTRACTOR



ELEVATION
WEST SIDE OF BRIDGE

BRIDGE CONDUIT JUNCTION BOXES

REVISIONS			
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West Palm Beach, FL 33411
Phone: (561) 253-9550 21

Gordon D. Ziecina, P.E., No. 33770

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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LIGHTING DETAIL SHEET (2)

SHEET NO.
L-9

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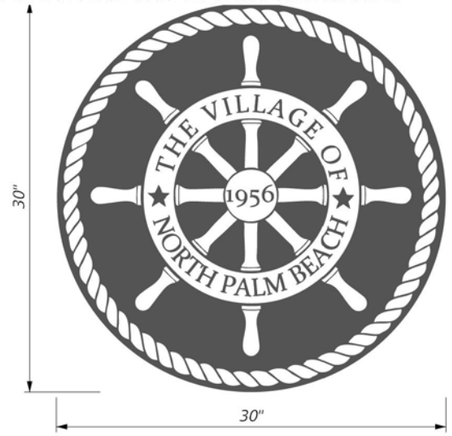
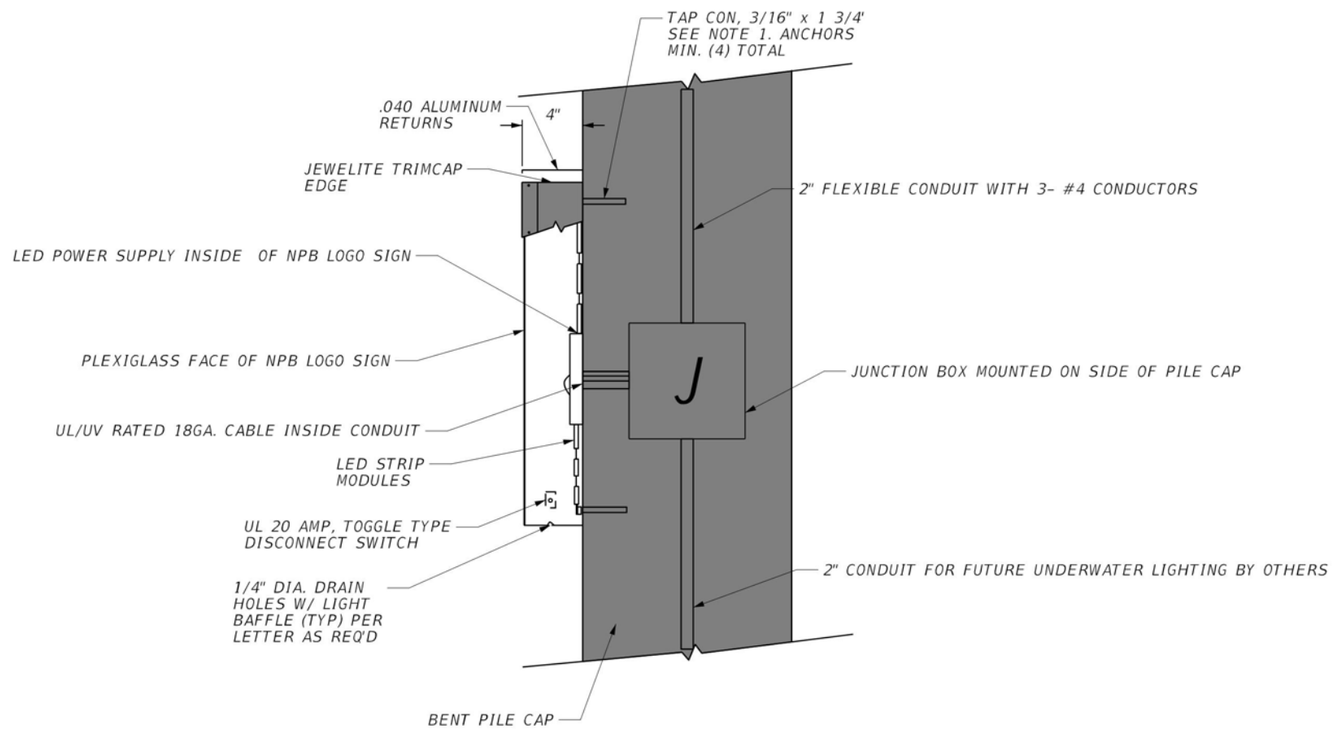


VILLAGE OF NORTH PALM BEACH LOGO



NOTES:

1. USE ADHESIVE BONDED ANCHOR SYSTEMS IN ACCORDANCE WITH FDOT STRUCTURES MANUAL, VOLUME 1, SECTION 1.6

LOGO SIGN ATTACHMENT DETAIL

REVISIONS			
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LIGHTING DETAIL SHEET (3)

SHEET NO.
L-10

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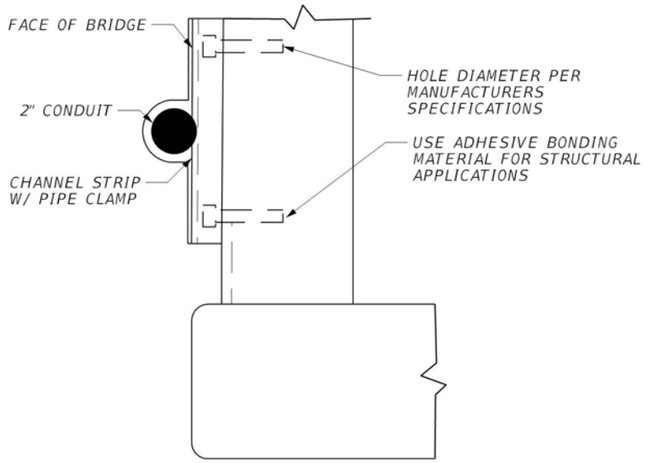
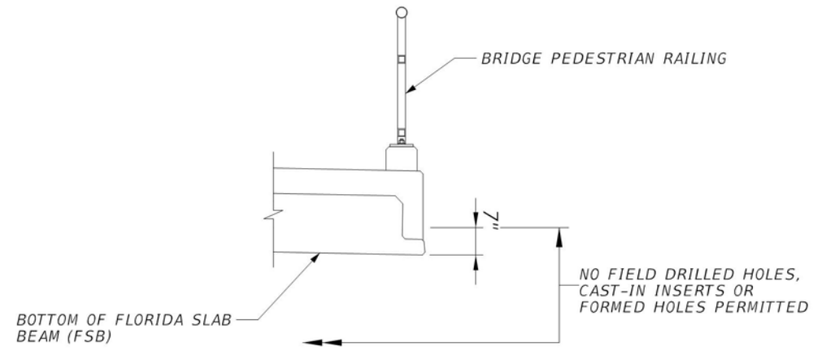
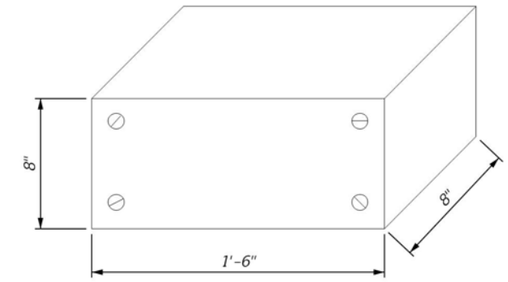


BRIDGE MOUNTED ATTACHMENT DETAIL





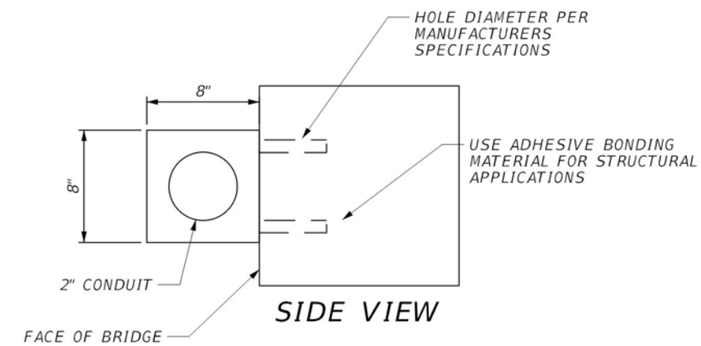
MOUNTED JUNCTION BOX

CONDUIT NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CONDUIT CLAMP AND CONDUIT ATTACHMENT SUPPLIERS FOR BOLT HOLE LOCATIONS AND SIZES.
2. USE ADHESIVE BONDING ANCHOR SYSTEMS IN ACCORDANCE WITH FDOT STRUCTURES MANUAL VOLUME 1 SECTION 1.6.
3. USE SCHEDULE 80 PVC OR FIBERGLASS REINFORCED EPOXY CONDUIT.

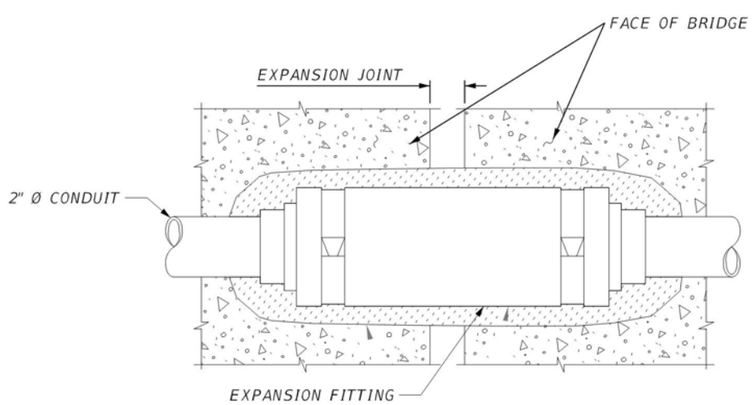
MOUNTED JUNCTION BOX NOTES:

1. ALL MOUNTING HARDWARE SHALL BE STAINLESS STEEL.
2. USE ADHESIVE BONDING ANCHOR SYSTEMS IN ACCORDANCE WITH FDOT STRUCTURES MANUAL VOLUME 1 SECTION 1.6.
3. CONTRACTOR SHALL COORDINATE WITH JUNCTION BOX SUPPLIERS FOR BOLT HOLE LOCATIONS AND SIZES.

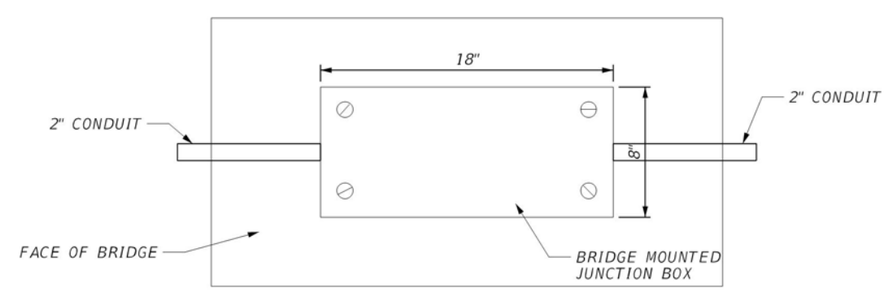


SIDE VIEW

MOUNTED JUNCTION BOX



BRIDGE MOUNTED CONDUIT EXPANSION JOINT DETAIL



FRONT VIEW

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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SR 5	PALM BEACH	442891-1-52-01

LIGHTING DETAIL SHEET (4)

SHEET NO.
L-11

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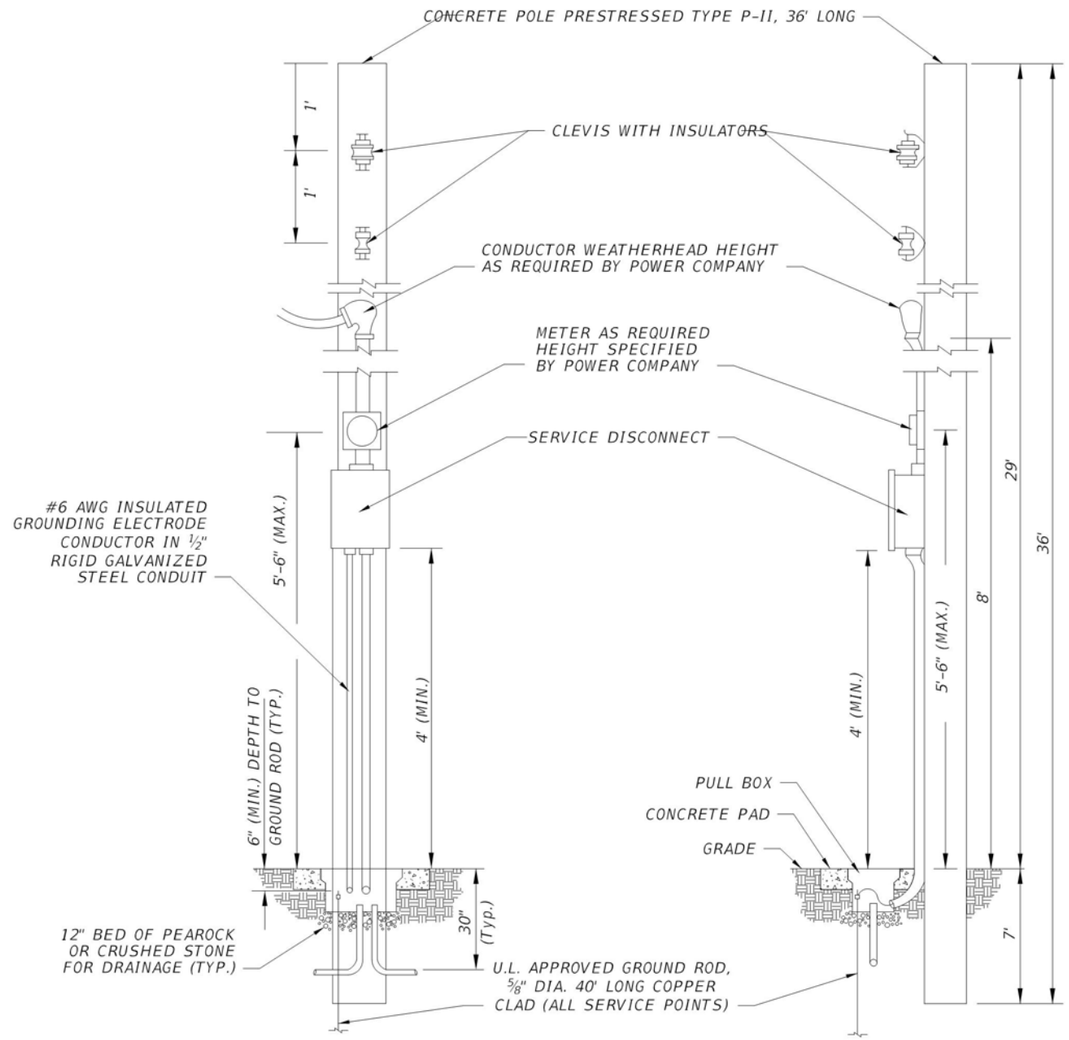
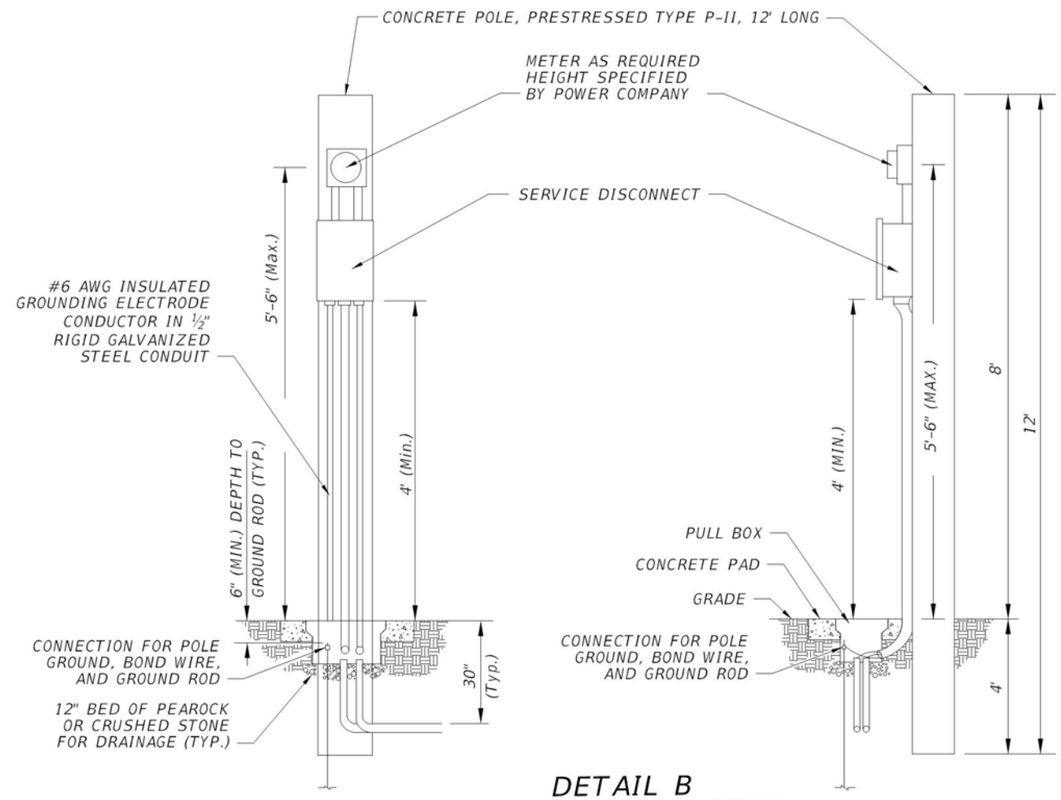
GENERAL NOTES:

1. *It shall be the contractors responsibility to provide a complete service assembly as per the plans and service specifications.*
2. *The service installation shall meet the requirements of the national electric code and applicable local codes.*
3. *Shop drawings are not required for service equipment, unless noted in the plans.*
4. *A Pull Box is required at each service point, see Index 635-001.*



DETAIL A
AERIAL FEED



DETAIL B
UNDERGROUND FEED

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Gordon D. Ziecina, P.E., No. 33770

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DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 5	PALM BEACH	442891-1-52-01

SERVICE POINT DETAIL (1)

SHEET NO.
L-12

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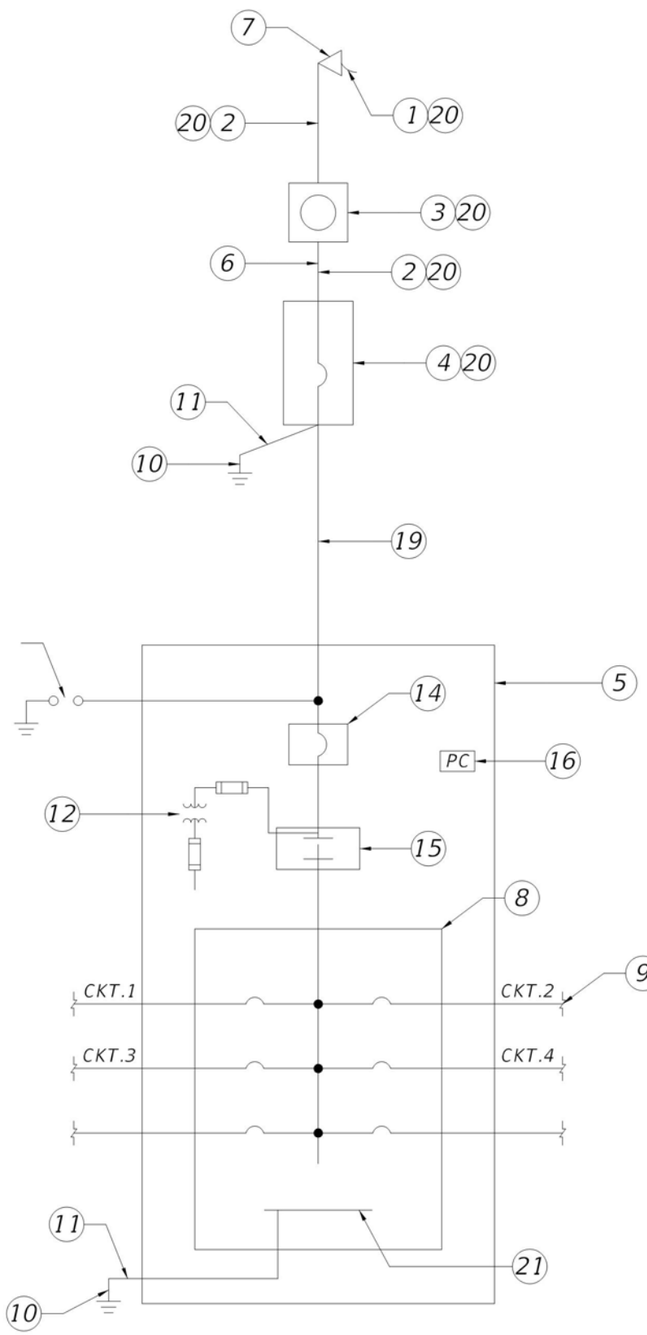
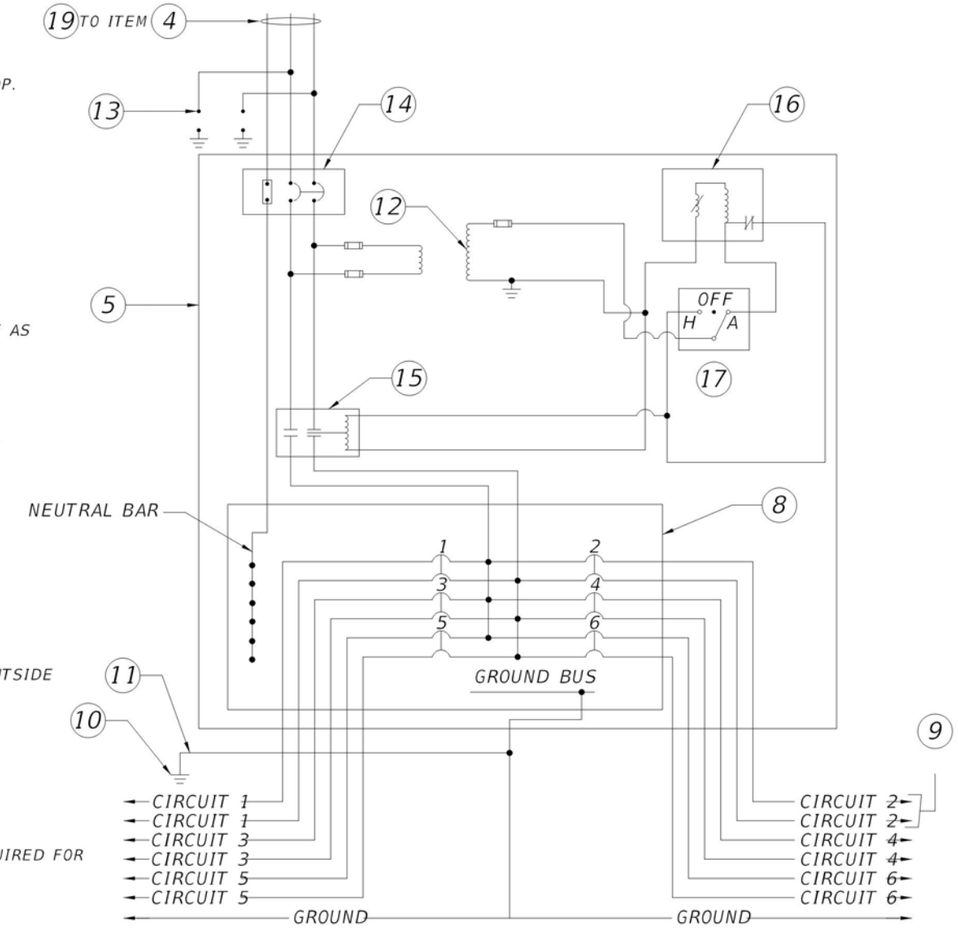


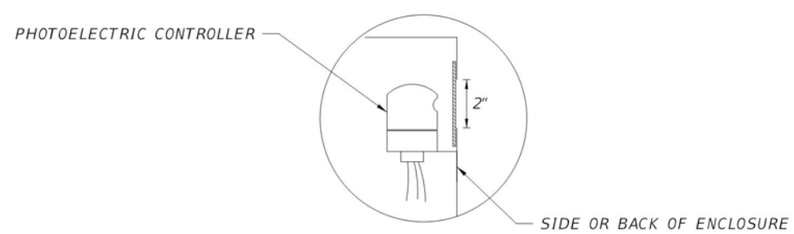
ONE LINE DIAGRAM DISTRIBUTION POINT

KEYED NOTES:

1. 120/240V, SINGLE PHASE 3 WIRE ELECTRIC DISTRIBUTION OVERHEAD SERVICE DROP.
2. SERVICE FEEDER IN RIGID GALVANIZED STEEL CONDUIT.
3. METER SOCKET BY CONTRACTOR
4. SERVICE MAIN DISCONNECT.
5. LIGHTING CONTROL PANEL ENCLOSURE (NEMA 4X SST). DIMENSIONS AS NECESSARY FOR EQUIPMENT INSIDE. GROUND MOUNTED CABINET PER INDEX 639-002.
6. CONCRETE RISER POLE.
7. WEATHERHEAD.
8. ELECTRICAL PANEL. NUMBER AND RATING OF BRANCH CIRCUIT BREAKERS SHALL BE AS INDICATED ON DISTRIBUTION POINT DESCRIPTION ON LIGHTING PLAN SHEETS.
9. BRANCH CIRCUIT TO ROADWAY LUMINAIRES.
10. 3/8" COPPER CLAD GROUND ROD, 40' LONG.
11. #6 INSULATED COPPER GROUND WIRE. BOND THE SERVICE NEUTRAL TO GROUND AT SERVICE MAIN DISCONNECT.
12. FUSED CONTROL POWER TRANSFORMER IF NECESSARY (PART OF LIGHTING CONTACTOR, SHOWN OUTSIDE FOR CLARITY).
13. LIGHTNING ARRESTER MOUNTED ON OUTSIDE OF ENCLOSURE.
14. LIGHTING CONTROL PANEL MAIN BREAKER.
15. 2 POLE ELECTRICAL LIGHTING CONTACTOR.
16. 120V PHOTOELECTRIC CELL, 1800VA WITH 2000V PEAK SURGE PROTECTION.
17. HAND-OFF AUTOMATIC SELECTOR SWITCH (PART OF LIGHTING CONTACTOR, SHOWN OUTSIDE FOR CLARITY).
18. CONCRETE PAD.
19. UNDERGROUND FEEDER CONDUIT.
20. MOUNT ON RISER POLE.
21. GROUND BUS.
22. NEMA 4X SST GROUND MOUNTED STORAGE CABINET WITH TWO SHELVES. ONLY REQUIRED FOR HIGH MAST LIGHTING SYSTEMS.

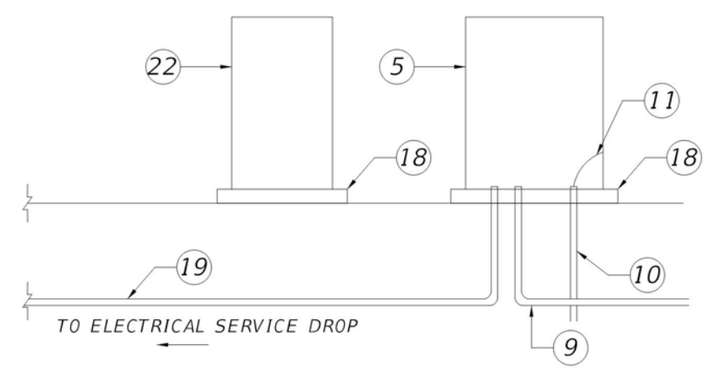


TYPICAL DISTRIBUTION POINT SCHEMATIC DETAIL



CUT A 2" HOLE IN THE SIDE OF THE LIGHTING CONTROL PANEL ENCLOSURE FOR THE OPERATION AND MOUNTING OF THE PHOTO ELECTRIC CONTROLLER. USE PLEXIGLASS AND A CLEAR SILICONE SEALANT TO COVER HOLE, INSTALL PHOTO ELECTRIC CONTROLLER.

PHOTOELECTRIC CONTROLLER DETAIL



RISER DIAGRAM - TYPICAL DISTRIBUTION POINT

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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SR 5	PALM BEACH	442891-1-52-01

SERVICE POINT DETAIL (2)

SHEET NO. L-13

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EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

In reference to Maintenance to be performed under this **AGREEMENT**, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT's** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.

2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.

3. Containment of debris or materials used in or resulting from the repair.

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair

2. The location of the repair

3. The nature of the repair

4. The materials to be used for the repair

5. The methods to be used for the repair

VILLAGE OF NORTH PALM BEACH
INFORMATION TECHNOLOGY

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Michael Applegate, IT Director

DATE: December 14, 2023

SUBJECT: **RESOLUTION** – Approval of Agreement with Flock Group, Inc. for the Flock Safety LPR System

Village staff is requesting Council consideration and approval of a Resolution approving an Agreement with Flock Group, Inc. d/b/a Flock Safety for the Flock Safety LPR System solution at a cost not to exceed $53,200.

Background/Project Scope:
In 2015, the Village implemented LPR (License Plate Recognition) cameras throughout the Village. The LPR cameras have proven to be a useful crime fighting resource for our Police department. The current system is old and outdated and does not offer the same technology as the newer equipment. The Village IT department is recommending the purchase of eight new LPR cameras from Flock Safety. These new cameras will replace the current outdated infrastructure and add additional locations. Flock Safety manages the installation of all poles and pulling required permits with the County and FDOT. Flock Safety will also maintain and upgrade the equipment as needed and pay for all data costs for each camera. This new solution also provides data sharing for all surrounding agencies, granting the Village access to all LPR cameras throughout the state.

Purchasing:
During FY 2015, the North Palm Beach Police Department transitioned CAD, Dispatch and 911 Services to the Palm Beach Gardens EOCC Dispatch a/k/a North County Dispatch Center. Due to this transition, the only compatible LPR solution is Flock Safety. Flock Safety is the chosen vendor for the North County Dispatch Center; consequently, this purchase is treated as sole source.

Note: This is an unbudgeted expense. A budget amendment will be prepared at year-end if necessary.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Police	A5711-33491	Contractual Services	$53,200

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving an Agreement and accompanying Addendum with Flock Group, Inc. for the Flock Safety LPR System at a cost of $53,200.00, with funds expended from Account No. 5711-33491 (Police – Contractual Services), and authorizing the Village Manager to execute the Agreement and Addendum in accordance with Village policies and procedures.

RESOLUTION 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN AGREEMENT WITH FLOCK GROUP, INC. FOR THE FLOCK SAFETY LICENSE PLATE RECOGNITION SYSTEM AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended executing an Agreement for the installation of License Plate Recognition cameras with Flock Group, Inc. ("Flock"); and

WHEREAS, because Flock is the chosen vendor for the North County Dispatch Center, this purchase is considered a sole source purchase pursuant to the Village's purchasing policies and procedures; and

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

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

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

Section 2. The Village Council hereby approves an Agreement with Flock Group, Inc. for the installation of the Flock Safety License Plate Recognition System with eight cameras at various locations within the Village and authorizes the Village Manager to execute the Agreement and an Addendum, copies of which are attached hereto and incorporated herein. The total cost of the Agreement shall not exceed $53,200.00 (subject to annual recurring fees), with funds expended from Account No. A5711-33491 (Police – Contractual Services).

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

Flock Safety + FL - North Palm Beach PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Todd Troutman
todd.troutman@flocksafety.com
7703102987

flock safety

EXHIBIT A

ORDER FORM

Customer:	FL - North Palm Beach PD	Initial Term:	24 Months
Legal Entity Name:	FL - North Palm Beach PD	Renewal Term:	24 Months
Accounts Payable Email:	mapplegate@village-npb.org	Payment Terms:	Net 30
Address:	560 Us Highway 1 North Palm Beach, Florida 33408	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$24,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	8	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	8	$5,200.00

Subtotal Year 1:	$29,200.00
Annual Recurring Subtotal:	$24,000.00
Estimated Tax:	$0.00
Contract Total:	$53,200.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$29,200.00
Annual Recurring after Year 1	$24,000.00
Contract Total	$53,200.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Community

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC alerts sent to Shared Agencies	Alert sent to any shared community Law Enforcement agency when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: FL - North Palm Beach PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

ADDENDUM TO TERMS AND CONDITIONS

THIS ADDENDUM is made as of the _____ day of _____, 2023, by and between the Village of North Palm Beach, a Florida municipal corporation ("Village"), and Flock Safety Group, Inc. ("Flock").

In consideration of the mutual promises contained in this Addendum and the Order Form (including general terms and conditions) executed by the parties (collectively "Agreement"), the Village and Flock agree as follows:

1. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or Flock, nor shall this Agreement be construed a waiver of sovereign immunity beyond the limited waiver provided in Section 768.28, Florida Statutes. The Village shall not be required to indemnify Flock.

2. Section 8.5 of the general terms and conditions is hereby amended to provide that at a minimum, Flock shall maintain worker's compensation and employer's liability insurance for all employees engaged in work pursuant to the Agreement, comprehensive general liability insurance with bodily injury and property damage limits of not less than one million dollars ($1,000,000) and comprehensive automobile liability insurance with bodily injury and property damage limits of not less than one million dollars ($1,000,000).

3. Section 9.3 of the general terms and conditions is hereby amended to delete the last sentence limiting the amount of the indemnity obligation.

4. Section 11.8 of the general terms and conditions is hereby amended to require prior written consent of the Village to reference and use the Village's logo in business and development marketing efforts.

5. Flock 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 the Agreement and in furtherance thereof, may demand and obtain records and testimony from Flock and its subcontractors. Flock understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Flock or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the Village to be a material breach of the Agreement justifying termination.

6. As required by Section 119.0701, Florida Statutes, Flock shall:

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

    b. Upon request from the Village's custodian of public records, provide the Village with a copy the requested records or allow the records to be inspected or

copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

d. Upon completion of the Agreement, transfer, at no cost, to the Village all public records in possession of Flock or keep and maintain public records required by the Village to perform the services. If Flock transfers all public records to the Village upon completion of the Agreement, Flock shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Flock keeps and maintains public records upon completion of the Agreement, Flock 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.

IF FLOCK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FLOCK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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.

7. Pursuant to Section 448.095(2), Florida Statutes, Flock shall: (a) register and use the E-Verify system to verify the work authorization of newly hired employees and require all subcontractors (providing services or receiving funds under this Agreement) to register and use the E-Verify system to verify the work authorization status of the subcontractor's newly hired employees; (b) secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens; (c) maintain copies of all subcontractor affidavits for the duration of the Agreement; (d) comply fully with Section 448.095, Florida Statutes; (e) be aware that a violation of Section 448.09, Florida Statutes, shall be grounds for termination of this Agreement; and (f) be aware that if Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Flock may not be awarded a public contract for at least one year after the date on which the Agreement is terminated.

8. In the event any lawsuit is brought to enforce compliance with the terms of the Agreement or interpret same, or if any administrative proceeding is initiated for the same purposes, the prevailing party shall pay to the non-prevailing party reasonable attorney's fees and costs, including appellate fees and costs. Venue for any action arising out of this Agreement shall be exclusively in Palm Beach County, Florida.

9. In the event of any conflict between the terms of this Addendum and the Order Form (including the general terms and conditions), the terms of this Addendum shall control.

IN WITNESS WHEREOF, the Village and Flock have made and executed this Addendum as of the day and year first above written.

Village of North Palm Beach:

By: _____
Charles D. Huff, Village Manager

Flock Group, Inc.

By: _____
Name:
Title:

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: December 14th, 2023

SUBJECT: **RESOLUTION – Requesting approval to accept a proposal from Hinterland Group, Inc. for milling and resurfacing of Fairhaven Place in the amount of $43,200.00 and authorizing execution of a Contract.**

Village staff has redesigned the Cul-de-sac at Fairhaven Place by installing a GEOGRID to help prevent stormwater sheet flow. The final step in the process is to mill and resurface the remaining roadway in the cul-de-sac.

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

Vendor	Total
Hinterland Group, Inc.	$43,200.00
On Grade Excavating, LLC	$46,000.00
Saffold Paving, Inc.	$53,397.00

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

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works/ Streets & Grounds Maintenance	I7321-66210	Construction & Major Renovation	$43,200.00

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 Hinterland Group, Inc. for the milling and resurfacing of Fairhaven Place at a total cost of $43,200.00, with funds expended from account number I7321-66210 (Streets/Grounds – Construction & Major Renovation) 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 THE PROPOSAL OF HINTERLAND GROUP, INC. FOR THE MILLING AND RESURFACING OF FAIRHAVEN PLACE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff solicited proposals for the milling and resurfacing of Fairhaven Place; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal submitted by Hinterland Group, Inc.; and

WHEREAS, because the total amount of the Contract exceeds $25,000, Village Council approval is required; and

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

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

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

Section 2. The Village Council hereby accepts the proposal from Hinterland Group, Inc. for the milling and resurfacing of Fairhaven Place at a total cost of $43,200.00, with funds expended from Account No. I7321-66210 (Streets & Grounds – Construction and Major Renovation), and authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT

THIS CONTRACT is made as of the ____ day of _____, 2023 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and HINTERLAND GROUP, INC., a Florida corporation, hereinafter referred to as CONTRACTOR.

WHEREAS, the VILLAGE is need of a contractor to perform the milling and resurfacing of Fairhaven Place; and

WHEREAS, the VILLAGE solicited written proposals to perform the work, and CONTRACTOR submitted the lowest cost proposal; and

WHEREAS, the VILLAGE wishes to retain CONTRACTOR to perform the work outlined in its proposal, and CONTRACTOR agrees to perform the work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR.

CONTRACTOR shall perform the services set forth in in its Proposal dated November 27, 2023, which is incorporated herein by reference ("Work"). CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its vocation practicing in the same or similar locality at the time such services are performed.

ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. CONTRACTOR shall complete the Work within ninety (90) calendar days after the issuance of the Notice to Proceed.

ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR in accordance with CONTRACTOR's Proposal in an amount not to exceed Forty-Three Thousand Two Hundred Dollars and No Cents ($43,200.00).

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

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

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

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

ARTICLE 4. INSURANCE.

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

B. CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability insurance in the amount of $1,000,000.00 in aggregate 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, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

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

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

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

ARTICLE 5. PERSONNEL.

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

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

C. All of CONTRACTOR's personnel (and all subcontractors) while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

ARTICLE 6. 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 the 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 waiver provided in § 768.28, Florida Statutes.

ARTICLE 7. INDEPENDENT CONTRACTOR.

CONTRACTOR is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

ARTICLE 8. TERMINATION.

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

for Work 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, CONTRACTOR shall:

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

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS.

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

ARTICLE 10. ACCESS AND AUDITS.

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

ARTICLE 11. ENFORCEMENT COSTS.

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

ARTICLE 12. 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, the CONTRACTOR shall provide any necessary materials to maintain such protection.

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

ARTICLE 13. NOTICE.

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

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

and if sent to the CONTRACTOR shall be mailed to:

Hinterland Group, Inc.
2051 West Blue Heron Boulevard
Riviera Beach, FL 33404

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

ARTICLE 14. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

ARTICLE 15. TERMINOLOGY AND CAPTIONS.

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

ARTICLE 16. PREPARATION.

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

ARTICLE 17. MATERIALITY.

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

ARTICLE 18. EXHIBITS AND CONTRACT DOCUMENTS.

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

ARTICLE 19. LEGAL EFFECT.

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

ARTICLE 20. SURVIVABILITY.

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

ARTICLE 21. WAIVER OF SUBROGATION.

CONTRACTOR 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 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. 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 CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 22. WARRANTY.

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

ARTICLE 23. REPRESENTATIONS/BINDING AUTHORITY.

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

ARTICLE 24. GOVERNING LAW, VENUE AND REMEDIES.

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

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

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

ARTICLE 25. FEDERAL AND STATE TAXES.

The VILLAGE is exempt from federal tax and state sales tax and use taxes. Upon request, the VILLAGE shall provide an exemption certificate to CONTRACTOR. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

ARTICLE 26. INSPECTOR GENERAL

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

ARTICLE 27. PUBLIC RECORDS.

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

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

A. Keep and maintain public requires required by the VILLAGE to perform the service.

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

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

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

ARTICLE 28. E-VERIFY

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

ARTICLE 29. CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL

As provided in section 287.135, Florida Statutes, CONTRACTOR certifies that it and any authorized subcontractors are not participating in a boycott of Israel. CONTRACTOR further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The VILLAGE and CONTRACTOR agree that the VILLAGE shall have the right to immediately terminate this Contract if CONTRACTOR, its authorized subcontractors or affiliates have been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or has been placed on the Convicted Vendor List maintained by the State of Florida.

Remainder of page blank – signatures on next page

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

CONTRACTOR:

HINTERLAND GROUP, INC.

BY: _____

Print Name: _____

Title:_____

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

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

PURCHASING QUOTE DOCUMENTATION

Item to be purchased: **MILLING AND RESURFACING - FAIRHAVEN PLACE**		**Date:** **12/5/2023**
		Department: **PUBLIC WORKS - STREETS & STORMWATER**
Quote #	**Vendor name, phone # & contact**	**Quoted Amount**
1	HINTERLAND GROUP, INC	$43,200.00
2	ON GRADE EXCAVING, LLC	$46,000.00
3	SAFFOLD PAVING, INC	$53,397.00

Vendor Selected: HINTERLAND GROUP, INC

Reason BEST PRICE FOR THE SCOPE OF WORK

Approved: Marc Holloway
Manager Approval

Approved:
Department Head

Note *: Attach quotes to this summary sheet*

Hinterland Group, Inc.
2051 W Blue Heron Blvd
Riviera Beach, FL 33404
(561) 640-3503 - Phone

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

Proposal # 23-0112-00

ADDRESS
Village of North Palm Beach
John Gibson
Jgibson@Village-NPB.org

DATE: 11/27/2023

JOB NAME: Fairhaven Place Cul-De-Sac Enhancement **- Mill and Pave Only**

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
Proposal Includes the following scope of work, per the provided plans:				
- Mill and pave 1.5" around remainder of Cul-De-Sac with SP 9.5. Approx. 8,200 SF	1	LS	$43,200.00	$43,200.00
		TOTAL		$43,200.00

Notes:
- Does not include any permitting or Bonding
- Proposal Based on Plans provided by village
- Any additional quantity beyond 8,200 SF to be billed at $4.75/SF

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

Accepted By: _____ Accepted Date: _____

On Grade Excavating, LLC
15865 Alexander Run
Jupiter, FL 33478
(561) 315-0312
Ongradeexcavating1@gmail.com

Estimate 1486

ADDRESS
John Gibson
Village Of North Palm Beach
645 Prosperity Farms Road N
North Palm Beach, FL 33408

DATE	TOTAL	EXPIRATION DATE
09/18/2023	$128,610.00	10/18/2023

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	- Cut and remove approx 6000sq ft of asphalt and sub base. Lower grade 8.5in and haul away all material. - Pout 2 concrete footers on both ends approx 120ft with 1 #4 rebar. - Install geo fabric and geo grid. - Backfill with pea rock/soil mix and compact. - Resod on top of geo grid with Bahia grass per plan.	1	82,610.00	82,610.00
	- Once island is complete, mill down asphalt and repave.	1	46,000.00	46,000.00
	NOTES: * Signed estimate with 50% deposit down tot get scheduled. * 50% due day of completion.	1	0.00	0.00

Upon acceptance of this quotation (in writing, orally, or by action such as payment of a down payment) you hereby agree to ON GRADE EXCAVATING LLC's attached terms and conditions. Do not accept this quotation if you do not wish to be bound by the terms and conditions.

TOTAL $128,610.00

THANK YOU.

Accepted By

Accepted Date

We'd love any Facebook "Likes", "Shares", or "Mentions" about the work you received!
Visit us at: https://www.facebook.com/ongradeexcavating1

Estimate

2310-0613-4549
2023-10-09

Saffold Paving Inc.
2915 E Tamarind Ave
West Palm Beach FL 33403
annette@saffoldpaving.com
(561) 469-6513

The Village of N Palm Beach - Marc Holloway
645 Prosperity Farms Road
North Palm Beach FL 33408
mholloway@village-npb.org
(561) 691-3440

Marc Holloway
645 Prosperity Farms Road, North Palm Beach, FL, 33408

Description	*Unit Price*	*Quantity*	*Total*
Asphalt Parking Lot - Mill and Pave Saffold Paving Proposes to furnish all labor, materials, and equipment to perform the following services: Asphalt Mill & Pave (1.5" M & R) • Set up proper MOT • Thoroughly clean and remove all debris from affected areas • Milling service to include clean up and hauling • Apply tack coat to existing asphalt and/or base rock for adhesion • Lay and roll 1 1/2" of SP 9.5Hot Mix Asphalt • Clean up and remove all construction-related debris	$53,397.00	1.00	$53,397.00
Permit Fee A permit processing fee of $ 500.00 applies for work to be performed. City permit fees are to be determined when submitting the application to the city. Owner to pay all city permit, recording, and surveying fees.	$500.00	1.00	$500.00

Total $53,897.00

Compensation. Client shall pay as set forth below. Price is subject to change, with customer's approval.

PAYMENT TERMS:

Upon acceptance of this Proposal, a fifty percent **(50%) deposit of total price will be due** 40% Due after completion of the project. 10% Due after owner's final approval. Prices are based on the cost of materials as of the date of this proposal, subject to change after 30 days. Actual material cost will be determined by the cost in effect at the time of shipment.

A signed proposal and deposit are required prior to scheduling services. **GENERAL TERMS AND CONDITIONS:**

1. It is understood and agreed that all work is performed "weather permitting".
2. This proposal is based on work being completed during the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding holidays and weekends.
3. Any vehicles left in the construction area at the commencement of the work will be relocated on-site and billed to the Owner/Authorized Agent. Towing fees, if necessary, are billed as actual.
4. Permit fees billed as actual. Expediting fees billed in addition to the cost of permit: Broward will be $250. This proposal does not include the cost of permit fees, inspection fees, or impact fees which may be required from the various agencies or municipalities having jurisdiction. • If the Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting, and fines are the responsibility of the Owner/Authorized Agent.
5. Change orders, additions, or extras requested by Owner, Contractor, or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum.
6. Ninety percent (90%) of the contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
7. **Cannot guarantee seal coat longevity where there is standing water. Existing water ponding may still persist, as a result of existing sub-base slopes.** Tire turning marks will be visible at first, but will disappear
8. Additional mobilization(s) are to be billed at $1,500 each. This charge may be billed due to, but not limited to: Site unavailability for commencement of the Work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of Contractor or repairs to work caused by trespassing.
9. Conflicts with irrigation, electrical, and utilities are to be repaired by owners at their expense
10. Saffold Paving, Inc. will not be responsible for trafficking, paint cracking or damage to cars or persons trespassing in designated construction areas.
11. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.
12. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Saffold Paving, Inc. and the financially responsible company for which the work will be performed.
13. In the event of a dispute regarding this contract, the financially responsible party for which the work is performed agrees to pay reasonable attorney fees, collection costs, and all related costs

incurred until such dispute is settled.

14. Saffold Paving, Inc. will add a 1.5% finance charge to any unpaid invoice past due (30) thirty days.

15. Payments made by credit card will incur a 3.5% charge of the total price.

16. No warranties are honored unless payment is made in full.

17. Warranty is for a period of one (1) year from the date of project completion.

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: December 14th, 2023

SUBJECT: **RESOLUTION – Requesting approval to accept a proposal from J.W. Cheatham, LLC for milling and resurfacing of the intersection of Lighthouse Drive and Juniper Drive in the amount of $27,825.00 and authorizing execution of a Contract**

Village staff has redesigned the intersection of Lighthouse Drive and Juniper Drive. The purpose of this redesign was twofold: (1) to improve the sight lines for drivers entering the intersection by moving the stop signs on Laurel Road and Juniper Drive closer to the intersection; and (2) to align the pedestrian crossings and to bring them up to ADA standards. The completion of this project would be to mill and resurface a small portion of Lighthouse Drive and lay down the crosswalk and road striping.

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

Vendor	Total
J.W. Cheatham	$27,825.00
Saffold Paving, Inc.	$29,689.60
On Grade Excavating, LLC	$37,700.00

J.W. Cheatham, LLC provided the best proposal to complete the project quickly. In accordance with the Village's purchasing policy, all purchases in excess of $25,000 and up to $50,000 shall be brought to Village Council on the Consent Agenda for approval.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Public Works	A7321-34680	R&M STS., RDS., & PATHS	$27,825.00

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 J.W. Cheatham for milling and resurfacing of the intersection of Lighthouse Drive and Juniper Drive in the amount of $27,825.00 with funds expended from account number A7321-34680 (R & M – Streets, Roads, and Paths) 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 THE PROPOSAL OF J.W. CHEATHAM, LLC FOR IMPROVEMENTS TO THE INTERSECTION OF LIGHTHOUSE DRIVE AND JUNIPER DRIVE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff solicited proposals for improvements to the intersection of Lighthouse Drive and Juniper Drive, including milling, resurfacing, and striping; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal submitted by J.W. Cheatham, LLC; and

WHEREAS, because the total amount of the Contract exceeds $25,000, Village Council approval is required; and

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

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

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

Section 2. The Village Council hereby accepts the proposal from J.W. Cheatham, LLC for improvements to the intersection of Lighthouse Drive and Juniper Drive at a total cost of $27,825.00, with funds expended from Account No. A7321-34680 (R & M – Streets, Roads, and Paths), 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 the ____ day of _____, 2023 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and J.W. CHEATHAM, LLC, a Florida limited liability company, hereinafter referred to as CONTRACTOR.

WHEREAS, the VILLAGE is need of a contractor to perform improvements to the intersection of Lighthouse Drive and Juniper Drive; and

WHEREAS, the VILLAGE solicited written proposals to perform the work, and CONTRACTOR submitted the lowest cost proposal; and

WHEREAS, the VILLAGE wishes to retain CONTRACTOR to perform the work outlined in its proposal, and CONTRACTOR agrees to perform the work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR.

CONTRACTOR shall perform the services set forth in in its e-mail dated November 9, 2023 and the Plan for Intersection Improvements dated August 2023 prepared by Engenuity Group consisting of one page and the Mock Up attached hereto and incorporated herein by reference. CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its vocation practicing in the same or similar locality at the time such services are performed.

ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. CONTRACTOR shall complete the Work within ninety (90) calendar days after the issuance of the Notice to Proceed.

ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR in accordance with CONTRACTOR's Estimate in an amount not to exceed Twenty-Seven Thousand Eight Hundred and Twenty-Five Dollars and No Cents ($27,825.00).

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

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

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

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

ARTICLE 4. INSURANCE.

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

B. CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability insurance in the amount of $1,000,000.00 in aggregate 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, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

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

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

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

ARTICLE 5. PERSONNEL.

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

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

C. All of CONTRACTOR's personnel (and all subcontractors) while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

ARTICLE 6. 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 the 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 waiver provided in § 768.28, Florida Statutes.

ARTICLE 7. INDEPENDENT CONTRACTOR.

CONTRACTOR is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

ARTICLE 8. TERMINATION.

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

for Work 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, CONTRACTOR shall:

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

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS.

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

ARTICLE 10. ACCESS AND AUDITS.

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

ARTICLE 11. ENFORCEMENT COSTS.

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

ARTICLE 12. 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, the CONTRACTOR shall provide any necessary materials to maintain such protection.

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

ARTICLE 13. NOTICE.

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

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

and if sent to the CONTRACTOR shall be mailed to:

J.W. Cheatham, LLC
Attn: Eddie Giles, Project Manager
7396 Westport Place
West Palm Beach, FL 33413

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

ARTICLE 14. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

ARTICLE 15. TERMINOLOGY AND CAPTIONS.

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

ARTICLE 16. PREPARATION.

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

ARTICLE 17. MATERIALITY.

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

ARTICLE 18. EXHIBITS AND CONTRACT DOCUMENTS.

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

ARTICLE 19. LEGAL EFFECT.

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

ARTICLE 20. SURVIVABILITY.

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

ARTICLE 21. WAIVER OF SUBROGATION.

CONTRACTOR 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 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. 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 CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 22. WARRANTY.

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

ARTICLE 23. REPRESENTATIONS/BINDING AUTHORITY.

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

ARTICLE 24. GOVERNING LAW, VENUE AND REMEDIES.

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

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

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

ARTICLE 25. FEDERAL AND STATE TAXES.

The VILLAGE is exempt from federal tax and state sales tax and use taxes. Upon request, the VILLAGE shall provide an exemption certificate to CONTRACTOR. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

ARTICLE 26. INSPECTOR GENERAL

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

ARTICLE 27. PUBLIC RECORDS.

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

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

A. Keep and maintain public requires required by the VILLAGE to perform the service.

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

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

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

ARTICLE 28. E-VERIFY

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

ARTICLE 29. CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL

As provided in section 287.135, Florida Statutes, CONTRACTOR certifies that it and any authorized subcontractors are not participating in a boycott of Israel. CONTRACTOR further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The VILLAGE and CONTRACTOR agree that the VILLAGE shall have the right to immediately terminate this Contract if CONTRACTOR, its authorized subcontractors or affiliates have been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or has been placed on the Convicted Vendor List maintained by the State of Florida.

Remainder of page blank – signatures on next page

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

CONTRACTOR:

J.W. CHEATHAM, LLC

BY: _____

Print Name: _____

Title:_____

VILLAGE OF NORTH PALM BEACH

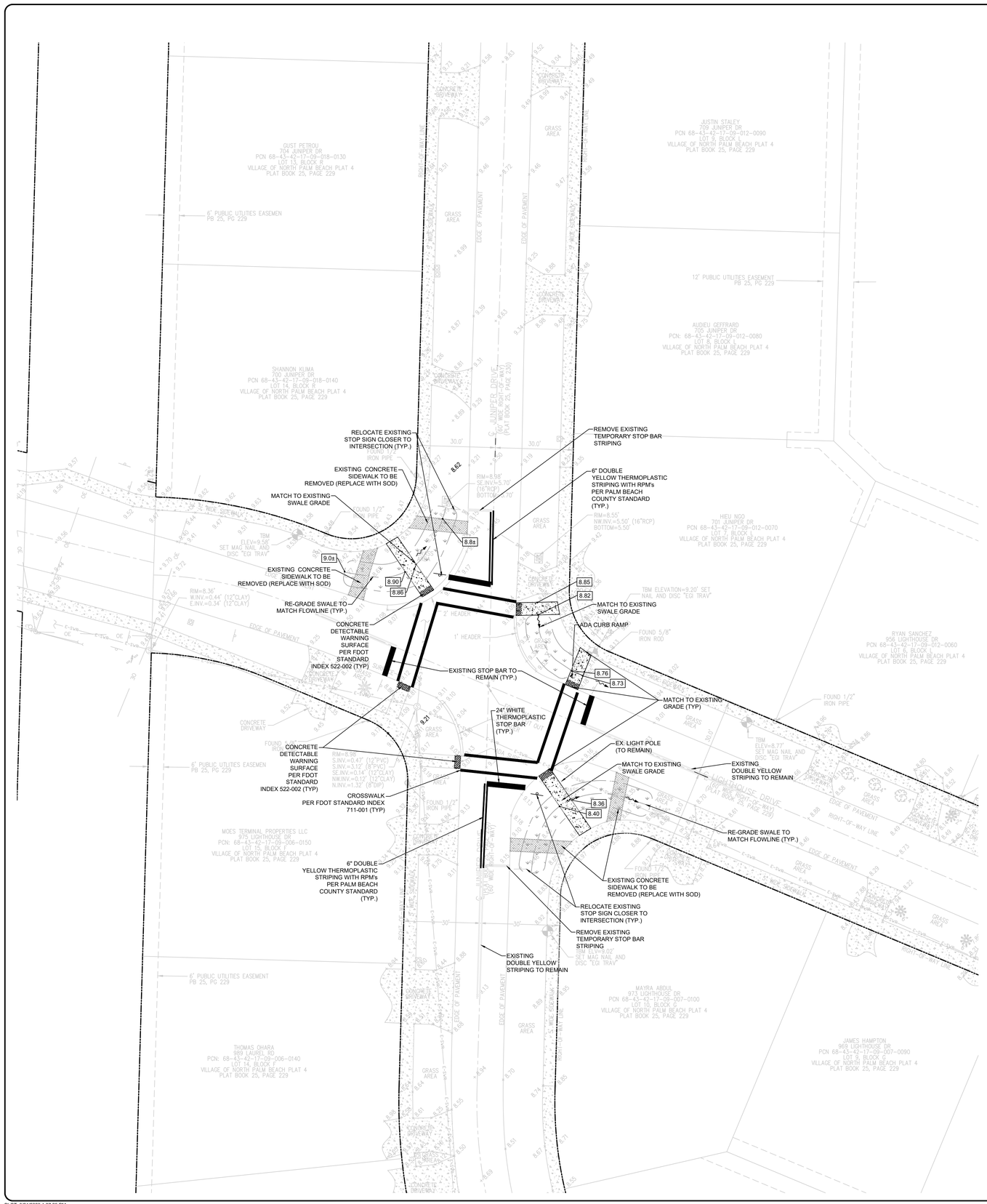
BY: _____
DAVID NORRIS
MAYOR

ATTEST:

BY:_____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

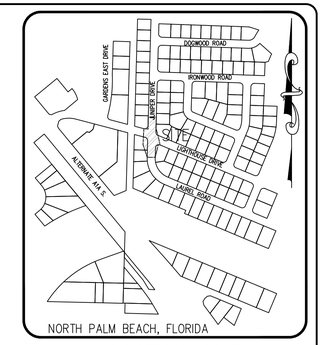
BY: _____
VILLAGE ATTORNEY



GRAPHIC SCALE

0 10' 15' 20'

SCALE: 1" = 20'



NORTH PALM BEACH, FLORIDA

LOCATION MAP

N.T.S.

NOTES:

1. DETECTABLE WARNING SURFACE AS REQUIRED PER AMERICAN WITH DISABILITIES ACT DESIGN STANDARDS REQUIRED AT ALL CONCRETE SIDEWALK LANDINGS WITHIN PROJECT LIMITS.
2. WHEN NOT PLACED ON CURB RAMPS, DETECTABLE WARNINGS SHALL BE PLACED ON THE WALKING SURFACES ADJOINING A VEHICULAR WAY. THE BOUNDARY BETWEEN THE AREAS SHALL BE DEFINED BY A CONTINUOUS DETECTABLE WARNING WHICH IS 36" WIDE.
3. UNLESS NOT PLACED DIRECTLY ON A RAMP, DETECTABLE WARNING SURFACE MUST NOT EXCEED 2% SLOPE IN ANY DIRECTION.
4. WHEN PLACED ON CURB RAMPS, DETECTABLE WARNING SURFACE SHALL EXTEND THE FULL LENGTH AND WIDTH OF THE RAMP. FOR RAMPS WITHIN F.D.O.T. RIGHT OF WAY, REFER TO THE LATEST VERSION OF THE F.D.O.T. DESIGN STANDARDS INDEX.
5. CONSTRUCTION OF DETECTABLE WARNING SURFACE SHALL BE STAMPED CONCRETE

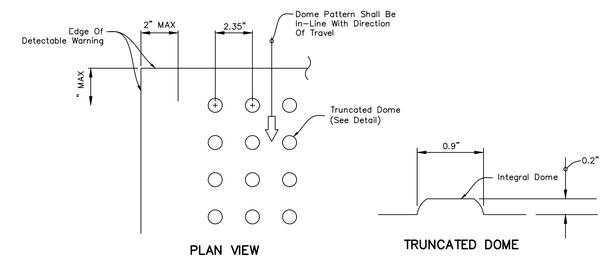
   CONTRACTOR MUST ENSURE THAT THE FOLLOWING TRUNCATED DOME CRITERIA IS MET:

A. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJOINING SURFACES. THE MATERIAL USED TO PROVIDE CONTRAST SHOULD CONTRAST BY AT LEAST 70 %

B. 90% OF THE INDIVIDUAL TRUNCATED DOMES MUST COMPLY WITH THE SPECIFIED DIMENSIONS AND DESIGN CRITERIA.

C. NO TWO ADJACENT DOMES MAY BE NON-COMPLIANT.

D. SURFACE MAY NOT DEVIATE MORE THAN 0.1" FROM A TRUE PLAN.

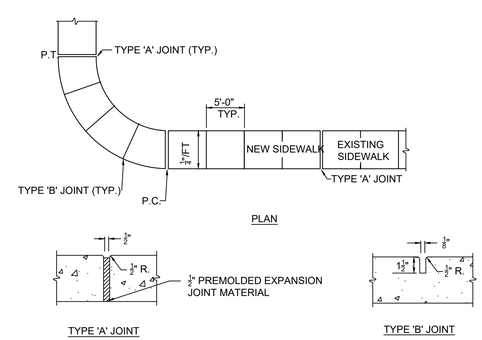


DETECTABLE WARNING DETAIL

NTS

TABLE OF SIDEWALK THICKNESS	
LOCATION	
RESIDENTIAL AREAS	4"
AT DRIVEWAYS AND OTHER AREAS	6"

NOTES:
1. ALL SIDEWALKS SHALL MEET ADA STANDARDS. SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%. SIDEWALK LONGITUDINAL SLOPE SHALL NOT EXCEED 5%.
2. CONCRETE SHALL BE 3,000 PSI COMPRESSIVE STRENGTH AND PLACED OVER SUBGRADE COMPACTED TO 98% PER AASHTO T-180.



CONCRETE SIDEWALK

NTS

LEGEND: (ABBREVIATIONS)

EL	ELEVATION
EXIST	EXISTING
FFE	FINISH FLOOR ELEVATION
FT	FEET OR FOOT
NTS	NOT TO SCALE
R/W	RIGHT-OF-WAY
SD	STORM DRAINAGE
SF	SQUARE FEET
SS	SANITARY SEWER
TEMP	TEMPORARY
TYP	TYPICAL
UE	UTILITY EASEMENT
w/	WITH
WM	WATERMAIN

LEGEND

	EASEMENT
FM	EXISTING FORCEMAIN
SD	EXISTING DRAINAGE
SS	EXISTING SANITARY SEWER
WM	EXISTING WATERMAIN
	RIGHT-OF-WAY

PROPOSED

CONCRETE SIDE WALK TO BE REMOVED

CONCRETE SIDEWALK

DRAINAGE FLOW DIRECTION

12.55 PROPOSED ELEVATION

SWALE TO BE GRADED & SODDED

GENERAL NOTES:

1. ELEVATIONS SHOWN HERE ON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1988 (N.A.V.D. 1988)
2. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
3. TOPOGRAPHIC SURVEY PERFORMED BY ENGENUITY GROUP, INC.
4. HANDICAP RAMPS SHALL BE CONSTRUCTED PER FDOT INDEX 522-002.
5. STOP BARS AND DOUBLE YELLOW STRIPING SHALL BE THERMOPLASTIC.
6. CONTRACTOR SHALL RE-GRADE SWALES TO MATCH FLOW LINE AS SHOWN. REPLACE SOD WITH ST AUGUSTINE. IRRIGATION SHALL BE REPLACED/REPAIRED TO MATCH EXISTING. GRADE SOIL TWO INCHES LOWER THAN PROPOSED FINAL GRADE, PRIOR TO SOD PLACEMENT.

ADAM SWANEY, P.E., PROFESSIONAL ENGINEER LICENSE NO.72235. THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY ADAM SWANEY, P.E. USING A SHA-1 AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Know what's below. Call before you dig.

NO.	DATE	REMARKS	BY

REVISIONS

COPYRIGHT 2023 BY UTY GROUP, INC. THIS DOCUMENT IS PROVIDED FOR INTERNATIONAL PURPOSES ONLY, AND IS SIGNED AND SEALED BY THE ASSIGNED PROFESSIONAL ENGINEER. ENGENUITY GROUP, INC.

ADAM SWANEY No. 72235 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Adam Swaney, PE #72235
Date: 2023.09.29 10:54:45 -04'00'

LIGHTHOUSE AND JUNIPER DRIVE
NORTH PALM BEACH, FL
INTERSECTION IMPROVEMENTS

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS • SURVEYORS • GIS MAPPING
1280 N. CONGRESS AVE. SUITE 101
WEST PALM BEACH, FLORIDA 33409
PH (561)655-1151 • FAX (561)832-9390 •
WWW.ENGENUITYGROUP.COM CERTIFICATE OF AUTHORIZATION #7095

DATE	AUGUST 2023
DRAWN	AMW
PROJECT ENGINEER	ACS
PROJECT MANAGER	ACS
CHECKED	ACS

SHEET NO. 1 / 1

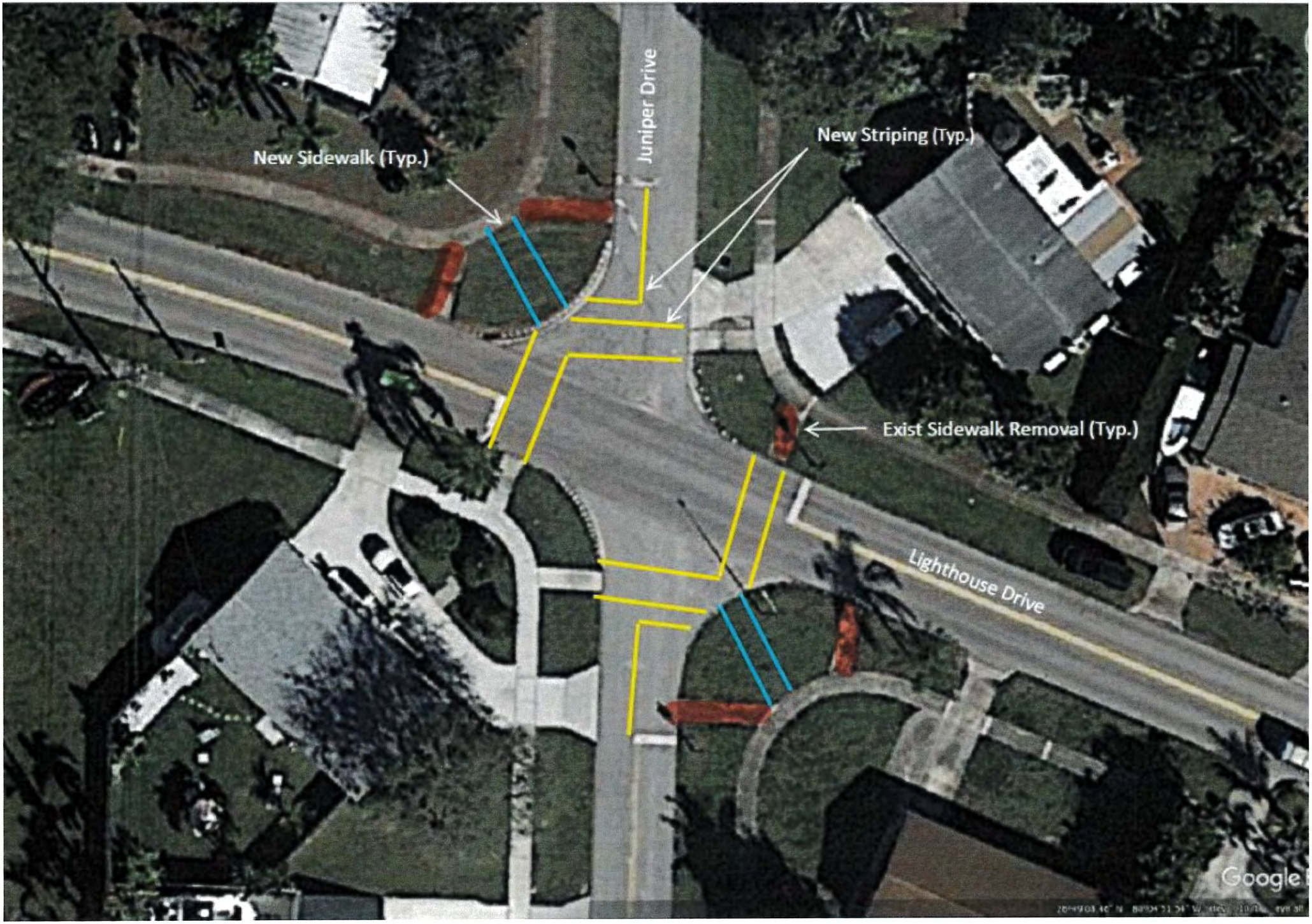
JOB NO. 03045.185

J:\Land Projects R2\03045.185 Lighthouse and Juniper\03045.185 Eng.dwg DATE: 9/20/2023 3:26 PM

PLOT: 9/21/2023 1:27:23 PM

COMPLTN. %

Graphic


New Sidewalk (Typ.)
Juniper Drive
New Striping (Typ.)
Exist Sidewalk Removal (Typ.)
Lighthouse Drive
Google

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

PURCHASING QUOTE DOCUMENTATION

Item to be purchased: **MILLING AND RESURFACING - LIGHTHOUSE DR & JUNIPER DR**	**Date:** **12/5/2023**
	Department: **PUBLIC WORKS - STREETS & STORMWATER**

Quote #	Vendor name, phone # & contact	Quoted Amount
1	J.W. CHEATHAM	$27,825.00
2	SAFFOLD PAVING, INC	$29,689.60
3	ON GRADE EXCAVING, LLC	$37,700.00

Vendor Selected: J.W. CHEATHAM

Reason BEST PRICE FOR THE SCOPE OF WORK

Approved: Marc Holloway
Manager Approval

Approved:
Department Head

Note *: Attach quotes to this summary sheet*

John Gibson

From: Eddie Giles <egiles@jwcheatham.com>
Sent: Thursday, November 9, 2023 8:16 AM
To: John Gibson
Subject: North Palm Beach - 1" Milling & Paving
Attachments: north palm beach - lighthouse dr..jpg

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

John,

As per your request I submit the following price for the above referenced project based on limits shown in attached image.

Mobilization 1 EA @ $ 3125.00
MOT 1 LS @ $ 2050.00
Mill Existing Pavement 1" and Repave with 1" SP-9.5 Asphalt (Approx. 760 SY) 1 LS $ 18150.00
Thermoplastic Striping 1 LS @ $ 2500.00

TOTAL: $ 25,825.00

Alternate: 1.5" Milling and 1.5" SP-9.5 Asphalt , ADD: $ 2000.00 to bid price.

EXCLUSIONS:

Permits
Survey
Bond
Testing
Utility Adjustments

Please call me with any questions. Let me know if you need formal quote submitted.

Thank you,
Eddie Giles
Project Manager
J.W. Cheatham, LLC
Office: (561) 471-4100 Ext. 251
Cell: (561) 239-4553

CAUTION – This email originated from outside of the Village. Please do not open any attachments or click on any links from unknown sources or unexpected email. If you are uncertain please contact the IT department before opening.

Download (/saffoldpaving/village-of-north-palm-beach-8ef56d/proposals/d1ab6f6c-9el

Request Changes

Estimate

2310-3110-9758
2023-10-31

Saffold Paving Inc.
2915 E Tamarind Ave
West Palm Beach FL 33407
annette@saffoldpaving.com
(561) 469-6513

Village of North Palm Beach - John Gibson
645 Prosperity Farms Rd
North Palm Beach FL 33408
JGibson@village-npb.org
(561) 268-7594

Lighthouse Dr
645 Prosperity Farms Rd, North Palm Beach, FL, 33408

Paving

Description	*Unit Price*	*Quantity*	*Total*
Remove Existing Asphalt Surface Milling Service Dispose of all material and debris	$6.80	1372.00 SQYD	$9,329.60
New Asphalt Driveway Saffold Paving Proposes to furnish all labor, materials, and equipment to perform the following services: Asphalt Overlay * Set up proper MOT * Supervision * Thoroughly clean and remove all debris * Saw cut damaged asphalt, remove and dispose * Apply tack coat to existing asphalt for adhesion * Install 1.5" of Type SP 9.5 Hot Mix Asphalt * Clean up and remove all construction-related debris	$18,360.00	1.00	$18,360.00

Asphalt Maintenance

Description	*Unit Price*	*Quantity*	*Total*

☐ I agree to the terms of this document, and accept a price of $29,689.60

Download (/saffoldpaving/village-of-north-palm-beach-8ef56d/proposals/d1ab6f6c-9el

Request Changes

Traffic Striping III - Striping • Stripe & stencil back to original existing format using premium D.O.T approved traffic Thermo-Plastic • Ensure all striping and stenciling is within the F.D.O.T state guidelines	$2,000.00	1.00	$2,000.00
		1.00	

Total $29,689.60

Compensation. Client shall pay as set forth below. Price is subject to change, with customer's approval.

PAYMENT TERMS:

Upon acceptance of this Proposal, a fifty percent **(50%) deposit of total price will be due** 40% Due after completion of the project. 10% Due after owner's final approval. Prices are based on the cost of materials as of the date of this proposal, subject to change after 30 days. Actual material cost will be determined by the cost in effect at the time of shipment.

A signed proposal and deposit are required prior to scheduling services. **GENERAL TERMS AND CONDITIONS:**

1. It is understood and agreed that all work is performed "weather permitting".
2. This proposal is based on work being completed during the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding holidays and weekends.
3. Any vehicles left in the construction area at the commencement of the work will be relocated on-site and billed to the Owner/Authorized Agent. Towing fees, if necessary, are billed as actual.
4. Permit fees billed as actual. Expediting fees billed in addition to the cost of permit: Broward will be $250. This proposal does not include the cost of permit fees, inspection fees, or impact fees which may be required from the various agencies or municipalities having jurisdiction. • If the Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting, and fines are the responsibility of the Owner/Authorized Agent.
5. Change orders, additions, or extras requested by Owner, Contractor, or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum.
6. Ninety percent (90%) of the contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.

☐ I agree to the terms of this document, and accept a price of $29,689.60

Download: //saffoldpaving/village-of-north-palm-beach-8ef56d/proposals/d1ab6f6c-9el

Request Changes

7. **Cannot guarantee seal coat longevity where there is standing water. Existing water ponding may still persist, as a result of existing sub-base slopes.** Tire turning marks will be visible at first, but will disappear

8. Additional mobilization(s) are to be billed at $1,500 each. This charge may be billed due to, but not limited to: Site unavailability for commencement of the Work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of Contractor or repairs to work caused by trespassing.

9. Conflicts with irrigation, electrical, and utilities are to be repaired by owners at their expense

10. Saffold Paving, Inc. will not be responsible for trafficking, paint cracking or damage to cars or persons trespassing in designated construction areas.

11. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.

12. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Saffold Paving, Inc. and the financially responsible company for which the work will be performed.

13. In the event of a dispute regarding this contract, the financially responsible party for which the work is performed agrees to pay reasonable attorney fees, collection costs, and all related costs incurred until such dispute is settled.

14. Saffold Paving, Inc. will add a 1.5% finance charge to any unpaid invoice past due (30) thirty days.

15. Payments made by credit card will incur a 3.5% charge of the total price.

16. No warranties are honored unless payment is made in full.

17. Warranty is for a period of one (1) year from the date of project completion.

☐ I agree to the terms of this document, and accept a price of $29,689.60

Download (/saffoldpaving/village-of-north-palm-beach-8ef56d/proposals/d1ab6f6c-9el

Request Changes

Signature _____ **Date** _____

We thank you for the opportunity to submit this Proposal and trust we will be able to successfully perform services described.

Please sign above if in agreement with terms. Saffold Paving.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are hereby accepted. After execution of this Proposal, this document becomes a contract and authorization is provided for services as specified to be performed. This proposal may be withdrawn by us if not accepted in thirty (30) days.

Total (with options and all applicable tax)

$29,689.60

☐ I agree to the terms of this document, and accept a price of $29,689.60

ESTIMATE

On Grade Excavating, LLC
15865 Alexander Run
Jupiter, FL 33478

Connect@ongradeexcavatingfl.com
(561) 315-0312
www.ongradeexcavatingfl.com

Village Of North Palm Beach

Bill to

Village Of North Palm Beach
645 Prosperity Farms Road N
North Palm Beach
FL
33408

Estimate details

Estimate no.: 1565
Estimate date: 11/28/2023
Expiration date: 12/28/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		**LOCATION** 973 Lighthouse Drive North Palm Beach, FL 33408		1	$0.00	$0.00
2.		**Services** - Mill existing asphalt pavement 1.5in thick. (<5000 SY) - Repave asphalt 1.5in thick. - Traffic Paint/striping.			$37,700.00	$37,700.00
3.		**NOTES** * Accepted estimate with 50% deposit down to get scheduled. * 50% due day of completion.			$0.00	$0.00

Total **$37,700.00**

Expiry date 12/28/2023

Note to customer

Thank you for your business.

VILLAGE OF NORTH PALM BEACH
RESIDENTIAL AD-HOC COMMITTEE
REGULAR MEETING MINUTES
TUESDAY, SEPTEMBER 12, 2023, at 5:30 PM
VILLAGE HALL CONFERENCE ROOM

Present	Bill Whiteford, Chair
	Lisa Interlandi
	Cory Cross
	Robert Silvani
Absent	Lisa Jensen
	Shawn Woods
	Amanda McNally
	Stephen St. John, Alternate
Village Staff	Caryn Gardner-Young, Community Development Director

I. CALL TO ORDER

Chair Whiteford called the meeting to order at 5:30 p.m.

II. ROLL CALL

Roll was called and it was determined a quorum was present.

III. APPROVAL OF MINUTES

A. JULY 25, 2022 MINUTES

B. AUGUST 23, 2022 MINUTES

C. OCTOBER 6, 2022 MINUTES

D. NOVEMBER 29, 2022 MINUTES

E. JANUARY 5, 2023 MINUTES

Motion: Lisa Interlandi moved to approve the minutes of the July 25, 2022, August 23, 2022, October 6, 2022, November 29, 2022, and January 5, 2023, meetings collectively as presented. Seconded by Cory Cross. The **motion passed** unanimously.

IV. PUBLIC COMMENTS

None.

DRAFT

V. NEW BUSINESS

Chair Whiteford provided a brief overview of recent action by Village Council on artificial turf legislation and stated it would be useful to get feedback from the Planning Commission and Village Council on the actions of the Committee on the matter. Discussion ensued regarding the final disposition of the matter.

Chair Whiteford advised the issue of accessory dwellings had also been heard by the Planning Commission and Village Council.

Ms. Interlandi asked whether the item would be sent back to the Ad-Hoc Committee, as she believed that had been the direction of the Council.

Community Development Director Caryn Gardner-Young outlined the issue of the impact of Senate Bill 250, which sets forth that the Village cannot be more restrictive under development regulations at least until October 2024. She stated the current thought is that any discussion of residential regulations between now and October 2024 should be tabled until more information is available.

Ms. Interlandi asserted the changes would be less restrictive, not more restrictive, as the structures are currently not allowed in the Village. The consensus was that the Committee should ask to bring the item back for further consideration.

Chair Whiteford stated he made the argument to Council that people want to come into compliance, and the Village is better off and safer with things properly permitted. Discussion continued regarding Senate Bill 250.

VI. OLD BUSINESS

None.

VII. MEMBER COMMENTS

Chair Whiteford thanked everyone for their service and stated he hoped at some point in the future the Committee would be able to take up additional issues. He recognized the knowledge and experience of the group and stated it had contributed to making the Village better.

Discussion ensued as to when the Committee would next meet. Community Development Director Gardner-Young explained the next steps were dependent on the next legislative session and the October 2024 date.

VIII. STAFF COMMENTS

Community Development Director Gardner-Young thanked the Committee for their time and energy and agreed they had been a benefit to the Village.

IX. ADJOURNMENT

With there being no further business to come before the Committee, the meeting adjourned at 5:51 p.m.

VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY, SEPTEMBER 12, 2023 at 6:30 PM

Present	Cory Cross, Vice Chair Kathryn DeWitt, Member Jonathan Haigh, Member Thomas Hogarth, Member Nathan Kennedy, Member
Absent	Donald Solodar, Chair Scott Hicks, Member
Village Staff	Len Rubin, Village Attorney Caryn Gardner-Young, Community Development Director

I. CALL TO ORDER

Vice Chair Cross called the meeting to order at 6:30 p.m.

A. ROLL CALL

Roll was called and it was determined a quorum was present.

II. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA

There were no modifications to the agenda.

III. PUBLIC COMMENT FOR NON-AGENDA ITEMS

There were no public comments.

IV. APPROVAL OF AGENDA

A. AUGUST 1, 2023 MINUTES

Motion: Kathryn DeWitt moved to approve the minutes of the August 1, 2023 meeting as presented. Seconded by Jonathan Haigh. The **motion passed** unanimously.

V. DECLARATION OF EX-PARTE COMMUNICATIONS

There were no ex-parte communications declared.

VI. QUASI-JUDICIAL MATTERS/PUBLIC HEARING

Attorney Rubin swore in those wishing to provide testimony.

A. SITE PLAN AND APPEARANCE REVIEW

1. 525 U.S. HIGHWAY 1 (PA BBQ) – OUTDOOR SEATING

The lessee of 525 U.S. Highway 1, Park Avenue BBQ Grille (PA BBQ), requested Site Plan and Appearance approval to create an outdoor seating area. The applicant, Dean

Lavallee, provided some background information on his business and explained his request for the addition of outdoor seating.

Caryn Gardner-Young presented the project's details and staff recommendations, confirming that the request is consistent with the Village's Appearance Plan and meets Village Code requirements.

No public comments were made during the meeting.

Motion: Jonathan Haigh moved to recommend the application's approval with conditions outlined by the staff. The motion was seconded by Thomas Hogarth. The **motion passed** unanimously.

B. ZONING CODE AMENDMENT RECOMMENDATION

1. CREATION OF THE PLANNING AND ZONING ADJUSTMENT BOARD

Village Staff requested an amendment to the Village Zoning Code to combine the Planning Commission and Board of Adjustment together, to name the combined board the Planning, Zoning and Adjustment Board, and to introduce a new administrative variance process.

Caryn Gardner-Young provided an overview of the proposed changes and presented staff recommendations to clean up the Code provisions related to variances.

Participants discussed the implementation of an administrative variance process. Ms. Gardner-Young and Village Attorney Len Rubin provided additional details to clarify any doubts. However, the consensus was to remove the section related to the administrative variance process in paragraph seven and focus on the sections related to the board. The administrative variance process will be brought back for further consideration at a later date.

Motion: Thomas Hogarth moved to recommend approval of staff recommendations without the administrative variance process. Seconded by Nathan Kennedy. The **motion passed** unanimously.

2. REPEAL OF SENATE BILL 250 MASSING PROVISIONS

Village Staff requested approval of make an amendment to the Zoning Code to repeal the single-family massing provisions adopted by the Village Council in 2022 to comply with Senate Bill 250.

Village Attorney Len Rubin provided an overview of the proposed change and Senate Bill 250. There was no further discussion on this matter.

Mr. Hogarth asked whether the legislation allowed for incentives to be added. Village Attorney Rubin responded that this was not an option.

Motion: Kathryn DeWitt moved to recommend approval of the repeal of the massing provisions. Seconded by Thomas Hogarth. The **motion passed** unanimously.

VII. ATTORNEY PRESENTATION

A. PLANNING COMMISSION RESPONSIBILITIES AND LEGAL REQUIREMENTS

Attorney Rubin presented a PowerPoint presentation on the duties, responsibilities, and legal requirements of the Planning. He covered topics such as Sunshine Law, public records requests, ethics, disclosures, Robert's Rules of Order, quasi-judicial procedures, and board policies. Board members had the opportunity to ask questions and Attorney Rubin clarified as needed.

VIII. COMMISSION MEMBER COMMENTS

Kathryn DeWitt noted the difficulty in advertising public meetings but found the newsletter effective in keeping people informed. However, she pointed out that not all meetings are included.

IX. STAF UPDATES

A. 2024 MEETING SCHEDULE

Caryn Gardner-Young mentioned the proposed schedule for 2024 was included in the backup materials for the meeting. She pointed out that four (4) dates may require modifications, and the attendees discussed possible changes. Additionally, she confirmed that the full schedule would be available on the Village website.

Ms. Gardner-Young also informed the developer for the 200 Yacht Club project had expressed interest in speaking with members of the Planning Commission individually. She emphasized that this would be considered ex-parte communication and it is at the discretion of the members whether they choose to participate or not.

X. ADJOURNMENT

The meeting adjourned at 7:55 p.m. as there was no further business before the Board.

Minutes typed by Kacy Morrone

VILLAGE OF NORTH PALM BEACH

WATERWAYS ADVISORY BOARD DRAFT MEETING MINUTES
Village Hall Conference Room
September 26, 2023 5:30 PM

I. CALL TO ORDER – Jerry Sullivan, Vice Chairman

II. ROLL CALL – MEMBERS :

Present:
Mark Michels, Secretary
Paul Bartlett, Member
George Alger, Member

Absent:
Ed Preti, Member
Bruce Crawford, Member
Bill Hipple, Chairman absent due to resignation

III. VILLAGE GUESTS :
Hon. Susan Bickel, Council Member (left early)
Chuck Huff, Village Manager (arrived late)
Zak Sherman, Director of Leisure Services
Mark Holloway (arrived late)

IV. APPROVAL OF MINUTES: from July 25, 2023 Approved 4-0

IV. a. SPECIAL OUT OF ORDER COMMENTS
Vice Chair Sullivan announced resignation of Chairman Hipple and indicated he would be installed as Chairman. Suggested need to elect a new Vice Chair. After some discussion, Paul Bartlett was elected to this position unanimously

Quorum difficulties voiced by multiple members and Council's intent reviewed by Council member Bickel. Mr. Alger emphasizes the need for members to be full time residents but also speaks to problem with needing to be away for work and asks for Zoom or telephonetic attendance. Mr. Huff indicates he will research this option for next meeting

V. PUBLIC COMMENTS

Chris Ryder raises four issues some of which he points out he has previously discussed*:

1. ***Proposes (again) each village advisory board should be attended by one member from other boards (as Mr. Alger attended the Rec Board regarding cross-over issues)**
2. ***addresses an ownership gap in the plats for the main North Palm Beach Waterway, suggesting a potential issue yet to be addressed.**
3. **Mooring and Anchoring Issues: Concerns raised about an illegally moored mega yacht at the end of Monet Road, believed to belong to a non-resident. Suggestion is made that this location may belong to the Village. Proposal made for a marine patrol substation at the location for improved security.**
4. **Further discussion about a Florida statute (327.4108) which addresses mooring and anchoring zones. Suggestions to discuss potential designations with the county for areas of Old Port Cove waters which may soon be inundated by boats displaced from Riviera Beach mooring areas**

VI. NEW BUSINESS –

Sunken police boat

Few details are available and sinking causes are under investigation. It was noted no electrical hook up available at the temporary slip. Cameras tapes are under review and investigation is ongoing.

Dredging and Waterway Maintenance

Dredging needs and concerns about the funding methods being used discussed, particularly concerns about the potential unfair tax implications for non-waterfront residents. There is a debate about the potential for seawall damage during dredging. This is likely as most seawalls in village have exceeded their useful life and wall failure may present questions of liability should failures occur

The involvement of Charlie Isiminger, a coastal engineer, is noted, and his insights on the implications of dredging are shared.

Bridge repair and construction

Construction on US 1 bridge likely to start first, followed by Prosperity Farms bridge. Lighthouse bridge repair will be last. Depends on permitting and contracting by various government agencies. Comments from board members centered around maximizing height to regulated 11 ft. Special discussion regarding widening the footers under the

Lighthouse bridge discussed as well with some concern that doing so may increase speed of vessels through the bridge

Ramp permits for commercial vehicles
Staff discussed need for special permits for dock repair and similar vendors accessing properties via waterway. After much discussion, board agrees with staff recommendation temporary permits should be tied to building permit and that daily check in would be required. Permits valid for Mon-Friday only. Permits should be nominal in cost. $25 suggested as a possible amount for each access day. Staff to come up with a more complete recommendation.

VII. OLD BUSINESS –

Vessel Size limitation discussion: Many old remarks and comments reviewed including the fact that current code effectively limits vessel size if enforced and that in some areas, notably at the end of canals with multiple properties, resident cooperation is essential to make the most of water access points. Frustration voiced by members that current codes regarding residency and boats never have been enforced contributing to this problem. Board thinks if code were enforced many of these issues would be resolved.
From last meeting:
"It was determined that current regulations on size of vessels is largely governed by current code including limits on property line and extension into waterways/canals and that further limitation could be considered if Council requested input beyond previous guidelines suggested by WAB"

VIII. MEMBER COMMENTS
None
IX. STAFF COMMENTS
None

X. ADJOURNMENT 6:44PM

Respectfully submitted,
Mark Michels

Side Bar:
It might be worthwhile for our board to vote on a few resolutions to be presented to council for issues like

1. **encouraging village enforcement of rules regarding dock length, extensions, piling placement etc. Any inconsistencies (I think there is one about how far out into the canal a piling could be placed) could be addressed**

2. **Encourage staff to research funding options for dredging our waterways other than tax levy perhaps by checking to see how this has been done in other municipalities**
3. **Researching county regulations about designated anchorages before the onslaught of possibly derelict vessels from Riviera Beach ensues**
4. **Observation of Platt inconsistencies along Country Club Dr.**

VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY, OCTOBER 3, 2023 at 6:30 PM

Present	Cory Cross, Vice Chair Kathryn DeWitt, Member Jonathan Haigh, Member Scott Hicks, Member Thomas Hogarth, Member Nathan Kennedy, Member
Absent	Donald Solodar, Chair
Village Staff	Len Rubin, Village Attorney Caryn Gardner-Young, Community Development Director Councilmember Deborah Searcy

I. CALL TO ORDER

Vice Chair Cross called the meeting to order at 6:30 p.m.

A. ROLL CALL

Roll was called and it was determined a quorum was present.

II. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA

There were no modifications to the agenda.

III. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Chris Ryder, who resides at 118 Dory Road South, mentioned that he had sent an email to the members of the Commission. He emphasized the importance of disclosing ex-parte communications and ensuring that the public knows the basis for the Commission's decisions, including the individuals who spoke to the Commission and the topics addressed. He also commented on the backup material for the 200 Yacht Club application and highlighted issues within the Code that needed to be addressed.

IV. APPROVAL OF MINUTES

There were no minutes to be approved.

V. DECLARATION OF EX-PARTE COMMUNICATIONS

Vice Chair Cross informed all members of the Commission he had received three (3) emails, from Robert Stark, Susan Hoff, and Chris Ryder. It was disclosed by two (2) Commission members that they had met with the applicant, while another member stated that they had met with a Village Council member to discuss the application.

VI. QUASI-JUDICIAL MATTERS/PUBLIC HEARING

Attorney Rubin swore in those wishing to provide testimony.

A. SITE PLAN AND APPEARANCE REVIEW

1. 200 YACHT CLUB (MIXED-USE DEVELOPMENT)

The applicant, Robbins NPB LLC, requested a Site Plan and appearance appeal with waivers to construct a mixed-use development consisting of 147 multi-family dwelling units, located at the southeast corner of Yacht Club and US Highway 1. Ken Tuma, Managing Principal of Urban Design Studios, presented the requests on behalf of the property owner.

During the presentation, Mr. Tuma provided a brief overview of the site's development history, which included the approval of a project on December 7, 2021, by the Planning Commission, pending the approval of a waiver by the Village Council. However, a previous iteration of the project was denied by the Planning Commission on September 6, 2022, for failure to meet landscape waivers requirements, and the subsequent appeal to the Village Council was also denied on October 27, 2022.

After reviewing the conditions and plans for the site, Mr. Tuma provided the following details:

- The future land designation for the site is Commercial and covers an area of 4.09 acres.
- The zoning for the site is US-1 Mixed-Use District (C-MU).
- The plan utilizes Workforce Housing density bonus.
- The building will have four (4) stories and a total of 147 units.
- Out of the total number of units, 78 will have one (1) bedroom and 69 will have two (2) bedrooms. The previously proposed townhomes have been removed from the plan.
- The commercial area will cover 1,978 square feet, including 400 square feet of outdoor restaurant seating.
- There will be a single-level parking deck and a pool on the ground floor.
- Access to the site will be provided off US Hwy 1, with closed access to the alley.
- There will be an unobstructed seven (7) foot sidewalk easement and a meandering five (5) foot sidewalk.

Mr. Tuma discussed the current and previous waivers that were requested. He provided a detailed explanation of the current waiver requests, which included adjustments to the build-to zone, building frontage, door recess, transparency, and signage. Additionally, he reviewed traffic, parking, and lighting.

Mr. Tuma referred to the list of conditions of approval provided by the staff and mentioned that the applicant requests the removal of condition Y. This condition requires the property owner to host a minimum of six (6) farmer's market or food trucks per year, which was not supported by the public feedback.

Caryn Gardner-Young presented project details and staff recommendations. She discussed changes which had taken place over the two (2) years of review. She confirmed the Workforce Housing density bonus request is consistent with the Village Code if the conditions of approval outlined in the staff report are met. Village staff has reviewed all of the submissions and determined they are in compliance with the Village regulations, concurrency has been obtained from the School Board and other service providers, traffic impacts have been approved by an independent traffic engineer, and design standards adhere to the Village Appearance and Comprehensive Plan.

Ms. Gardner-Young brought up two (2) areas she wanted the Commission to consider. She pointed out that there were no regulations in place for imposing Workforce Housing, and discussed some potential restrictions, such as rental versus ownership, subleasing, and the number of years the 30-year covenant should be imposed. She also mentioned that the common areas should be reviewed, and whether the developer should be required to hold a certain number of events per year. Ms. Gardner-Young stated that she had received two (2) emails from Susan Hoff and Suzanne Wilson, and read them out loud for the record.

Ms. Gardner-Young confirmed that proper notice had been provided on-site, in the newspaper, and in mailings. The documentation was attached to the record. She stated staff recommended approval with the 32 conditions as outlined in the staff report, with discussion on the two (2) items highlighted.

Vice Chair Cross opened the item to public comments

Chris Ryder, 118 Dory Road South, expressed his acknowledgment that the current project proposal differs significantly from the previous one. Upon initial review, he found the plan to be promising, but suggested that the building façades should be redesigned as they do not align with the Master Plan's intent. He emphasized that the Code is simple and easy to understand, and raised concerns about the transparency of future development. He recommended the project for approval, but not with these elevations.

Robert Stark, 36 Yacht Club Drive, expressed his satisfaction with the progress of the project so far, stating that the project is moving in the right direction, but it has not yet crossed the finish line. He also mentioned that the residents were in favor of a minimum one-year rental requirement with no subleasing. He emphasized the importance of the project's location, which is across from the new Country Club, and suggested that the design should be considered. He further noted that the traffic on the corner required additional review and discussion.

Christian Searcy, 654 Shore Road, shared his concerns regarding the project proposal. He stated the proposal did not comply with the Comprehensive Plan, Zoning Code, and Master Plan, and that the waivers were being requested to circumvent these failures. According to him, the area was intended to be mixed-use, with focus on commercial rather than residential activities, in order to create centers of vibrant city. He also emphasized the need for commercial and retail in the Village and urged the Council to respect the will of the people.

Deborah Cross, 2560 Pepperwood Circle South, expressed her opinion that a mixed-use development should primarily have commercial spaces on the ground floor and residential units on the upper levels. She believed that a small restaurant, as depicted in the plans, would not adequately attract people. She also raised concerns about the transparency in commercial spaces with glass walls on the first floor. Furthermore, she suggested that the Workforce Housing restriction should be in perpetuity to ensure that affordable housing is available in the future, and that the number of unites should exceed the current limit of 25. She supported the idea that rental agreements should have a minimum of one (1) year, and asked that the conditions be set and not be abandoned once the construction is complete.

Diane Smith, 37 Yacht Club Drive, expressed her satisfaction with the resubmission of the development, stating that it was not as obnoxious as its originally design. She pointed out that she had reservations regarding the project. She did not see this project as the "vibrant mixed-use corridor" as described in the Master Plan, but rather as an apartment building. She also raised concerns about the location of the restaurant, suggesting it could utilize the natural view of sunsets over the driving range across the street.

Kenneth McLeskey, 112 Nativa Circle, expressed his views on the proposed development as a pro-business developer. He believes the landowner should be allowed to use their property as long as it adheres to the current Codes and restrictions. He raised concerns regarding the number of parking spaces planned and inquired whether electric vehicle charging was a part of the plan. He complimented the lighting plan, supported a minimum one (1) year lease term, and emphasized the importance of maintaining transparency.

Lisa Jensen, 606 Shore Road, expressed her agreement with the majority of the views expressed by other speakers. She highlighted that the aim of the US-1 development was to transform it into a vibrant mixed- use corridor. However, she felt that the proposed project did not meet this objective and did not qualify as mixed-use by any standard. She further added that designating three commercial plots in the Village for residential use would be a mistake and could set a negative precedent.

Vice Chair Cross closed the public comments

Mr. Tuma responded to the public comments and stated that the applicant did not want an Airbnb and would agree to a one (1) year lease term as a condition of approval. He noted the project exceeded the requirements for parking. He further stated that the applicant had proposed what they believed was appropriate for the site, as it would fit in with the mixed-use in the corridor. He addressed concerns regarding transparency briefly.

Dr. Kennedy acknowledged the plan had significantly changed in response to the community's concerns, and he felt that the proposed plan was much more aligned with expectations. He said it was difficult to judge the appearance of the project because the materials submitted did not include revised elevations. There was a discussion regarding the lack of elevations and plans in the current submission and the applicant showed images of the elevations on the screen.

Dr. Kennedy emphasized the significance of commercial use in the mixed-use, and he asserted that it was discouraging the absence of the live-work units from the plan. He mentioned that the transparency and other requirements were meant to ensure a vibrant first floor in the corridor.

Mr. Hogarth expressed his agreement with the previously submitted architectural character. He approved the waivers and agreed with the applicant on removing the food truck requirement. He appreciated the changes made in response to the concerns of neighbors and stated that the project was consistent with the recommendations made by the consultants for the corridor.

Mr. Haigh agreed with the waivers, he noticed that there was a missed opportunity in not having landscaping between the sidewalk and curb. He suggested that there had been a previous discussion about having flexible spaces that could be used for commercial purposes and later converted to residential if they were unsuccessful. He inquired if there was any interest in continuing with that plan. Mr. Tuma replied that they were not interested in that idea.

Mr. Haigh mentioned that the landscaping around the area was a good addition and helped concealed the lack of transparency. He noted he also agreed with removing the activity condition and replacing it with a one (1) year minimum lease and prohibition on subletting.

Ms. DeWitt appreciated that the developer taken feedback into consideration, and felt that the changes made were beneficial. She mentioned that the mixed-use corridor was a long-term project, and therefore, it would be difficult to include everything in every project. She expressed her satisfaction with the mix of horizontal elements that were included

Ms. DeWitt agreed with Mr. Haigh's comments and suggested adding landscaping in the strip on the south side of US Hwy 1. To this, Mr. Tuma committed to working with Florida Department of Transportation (FDOT) to find a solution.

Ms. DeWitt suggested adding landscaping along the alleyway to enhance the area's appearance. She also recommended having designated parking spaces for the commercial part of the development, which should be marked with signs. Additionally, she proposed replacing the wall around the pool with a black aluminum fence screened with landscaping.

Ms. DeWitt acknowledged the parking concerns and suggested that it should be addressed within the Code since the project exceeded the requirements. She also pointed out that they had a lot of glass which promotes transparency.

Mr. Hicks agreed with the progress made so far and the project's positive aspects. However, he found the submission was challenging to review due to lack of elevations and other graphics that could have illustrated better. He pointed out that he had a difficult time meeting the transparency requirement on the ground floor, and going below half of it was even more difficult. Although he understood that the corridor could be seen as a whole, he was not yet willing to compromise on the intent for a vibrant mixed-use, as reflected in the transparency requirements.

Vice Chair Cross requested clarification on whether there had been any changes made to the design of the individual building elevations. Ms. Gardner-Young clarified that the design of the buildings remained the same. The discussion continued regarding the elevations of the building.

Vice Chair Cross expressed his satisfaction with the overall look of the building. He acknowledged that there were concerns regarding the architecture, but felt the architects had made significant efforts to give the building a unique appearance with different features at different levels. He also mentioned that the change in access had improved the traffic, and he considered this submission a significant improvement.

Vice Chair Cross advised that his only concern was with the commercial, as he would like to see more commercial in the development. He suggested the item be abled to allow the applicant to get elevations showing what is being proposed.

According to Mr. Tuma the applicant may consider more live-work, but not more commercial. They believe they have included an appropriate amount of commercial space for the corridor and that this will serve as a catalyst for future projects.

Vice Chair Cross conducted a straw poll of the Commission and stated that he believed the Commission was ready to support the project with additional live-work space and a review of the architectural designs.

Scott Stettner, Asset Partners Inc., an attorney representing the applicant, responded to the feedback regarding the addition of more commercial square footage. He pointed out that the residents had expressed concerns about traffic and were not in favor of additional commercial space. The challenge had been to reconcile the divergent interest of the parties involved.

Councilmember Searcy informed that the entire Village took part in the charette process, as well as the Master Plan and zoning changes. She acknowledged that the developer was taking into account the needs of Yacht Club Drive, she reminded that there are 12,000 residents in the rest of the Village who also have opinions to be considered.

The Commission discussed tabling the petition and requested further direction on that they want to see brought back.

Motion: Thomas Hogarth moved to continue the petition to the November 14th Planning, Zoning and Adjustment Board meeting with the suggestions to the developer as follows:

1. A complete package with all current elevations and plans be included;
2. Revise the first-floor plan to include three (3) live-work units facing US Hwy 1 in Building B;
3. Eliminate condition Y;
4. Revise the conditions to add language restricting leases to one (1) year and not allowing subleasing;
5. Waivers are approved as requested.

Motion seconded by Kathryn DeWitt. The **motion passed** unanimously.

VII. COMMISSION MEMBER COMMENTS

During the meeting, Mr. Haigh raised the issue of recent changes to the lighting in the back of the Faith Lutheran building. He requested the staff to investigate if the lights meet the parking lot lighting standards. He also pointed out that the lights are causing pollution in the neighborhood and do not shut off.

Mr. Hicks requested an update on the progress of the US Hwy 1 Bridge and Lighthouse Bridge projects.

Mr. Hogarth brought up an article in the Palm Beach Post regarding annexation strategies. He inquired about the Village's position on the matter. In response, Village Attorney Rubin informed that the item was currently under discussion.

VIII. STAFF UPDATES

There were no staff updates.

IX. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 8:22 p.m.

Minutes typed by Kacy Morrone.

VILLAGE OF NORTH PALM BEACH

WATERWAYS ADVISORY BOARD DRAFT MEETING MINUTES
Village Hall Conference Room
Nov. 2, 2023 5:30 PM

I. CALL TO ORDER – Paul Bartlett, Vice Chairman

II. ROLL CALL – MEMBERS :

Present:
Mark Michels, Secretary
Paul Bartlett, Member
George Alger, Member
Bruce Crawford, Member
Absent:
Jerry Sullivan, Acting Chair

III. VILLAGE GUESTS :

Mark Holloway, WAB Liaison

IV. APPROVAL OF MINUTES: from Sept. 26, 2023 Approved 4-0

V. PUBLIC COMMENTS

Ron Okolichany- 417 Northlake Dr. : voiced agreement with idea discussed at last meeting to control contractor access to waterways with coordination at permit stage
Chris Ryder- multiple general comments on WAB objectives discussion.
Ed Crawford- 506 Kingfish- non-specific remarks

VI. NEW BUSINESS –

Waterways Board Objectives, strategic plan and discussion
Dr. Michels suggested WAB members identify issues for future discussion. Mr. Holloway emphasized need to plan this to allow for Sunshine Law compliance, coordination of announcements to public and coordination of relevant experts. Members agreed we would identify issues for further discussion and attempt to address 1-2 issues per meeting in the future as time allows.
Topics to discuss in potential order include:

1. Plat investigation: a possible ownership gap in the plats for the main North Palm Beach Waterway to be reviewed and investigated with staff at next meeting with assistance provided by Mr. **Chris Ryder** who will forward a brief cogent summary of problem and supporting documents with proposed solutions to **Mr. Holloway** who will forward to appropriate Village personnel and all WAB members well in advance of next meeting. Other plat related waterway issues elsewhere in Village previously discussed may be revisited as well. **Mr. Alger** to coordinate.
2. Waterway Enhancement Projects (Depth/Dock Management): Staff to investigate and discuss with WAB potential grant support PLAN to cover likely further waterway maintenance and enhancement issues like Anchorage Park South docks and dredging of needed waterways through entities including FL Inland Nav. District. **Mr. Holloway** to coordinate with staff and other municipalities.
3. Derelict Vessels: will discuss with NPB police, maritime authorities, USCG, county and other municipalities best practices including designated and controlled mooring areas to avoid this becoming an issue and suggest proactive solutions. **Dr. Michels** to coordinate with **Mr. Holloway**
4. Code Enforcement: Review inconsistencies in Code so as to determine best and most important codes to enforce i.e. Section 5-16 describing 30% extension of vessel into waterway vs. 5-84 and 9-14 describing mooring poles max extension into waterway of 25%. To be coordinated by **Mr. Bruce Crawford** and **Mr. Ed Pretti.**

Plat issues:

Further discussion and input by **Mr. Alger and Mr. Ryder**. See #1 above. Significant speculation as to why and why not village action limited to date. Will need more information before making a recommendation.

Rec Board Cross-cover:

Given overlapping interests, **Mr. Holloway** to coordinate attendance as needed and based on WAB member availability through advance email notification to all WAB members of Rec. or other advisory Board agenda items of common interest

VII. OLD BUSINESS –

Telephonetic attendance was not discussed. Mr. Holloway to plan to address definitively at next meeting

VIII. MEMBER COMMENTS

None

IX. STAFF COMMENTS

None

X. ADJOURNMENT

Respectfully submitted,
Mark Michels

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: December 14, 2023

SUBJECT: **ORDINANCES 2nd Reading – Involuntarily Annexation of Three Unincorporated Areas within the Village's Future Annexation Area (Area 1 – Portage Landing and Hidden Key; Area 2 – Ellison Wilson Road; and Area 3 – Pirate's Cove/Canal Road)**

At its October 17, 2023 special session, the Village Council directed Staff to initiate the involuntary annexation of three areas within the Village's future annexation area. Section 171.0413, Florida Statutes, authorizes the Village to annex areas of contiguous, compact, and unincorporated territory into the Village's corporate limits through the adoption of an ordinance. Each such ordinance shall propose only one reasonably compact area to be annexed. Following the adoption of each ordinance and prior to the annexation ordinance becoming effective, the Village is required to submit each ordinance to a vote of the registered electors of the area proposed to annexed. Annexation is a legislative act governed by exclusively by state statute.

As authorized by the Village Council, the Village retained the services of WGI, Inc. to prepare and file with Palm Beach County a feasibility study for each of the three areas. As required by Section 171.042(1), Florida Statutes, the feasibility study must demonstrate the Village's plans to provide urban services to the areas to be annexed. WGI completed and submitted the completed feasibility study to the County within the statutory timeframe. Additionally, as required by Section 171.042(3), Florida Statutes, the Village, with the assistance of WGI, mailed written notice to each person who resides or owns property within the areas proposed to be annexed. Finally, Village Staff and WGI worked with the Supervisor of Elections (SOE) to ensure that the SOE had all information required to prepare the necessary referendum ballots for the March election.

Each Ordinance provides for the annexation of a contiguous and compact area of unincorporated Palm Beach County and sets forth the ballot title and an explanatory statement. The referendum elections shall be conducted on March 19, 2024, the same day as the Village's general election. If a majority of the registered electors in the annexation area vote in favor of the referendum, the area will be annexed into the Village. Conversely, if a majority of the registered electors in the annexation area vote against the referendum, the Ordinance for that area shall be automatically repealed and be of no force and effect. The Village originally anticipated that the Annexation Ordinances would be effective October 1, 2024 to coincide with the Village's fiscal year. However, because the annexed areas would need to be assigned new precincts prior to the November 2024 national election, at the request of the Supervisor of Elections, each of Annexation Ordinances will be effective on January 1, 2025. Pursuant to state statute, the Ordinances must become effective within one year of the date of the referendum.

The Annexation Ordinances propose the annexation of the following properties:

Ordinance for Annexation of Area 1:

This Ordinance annexes the neighborhoods of Portage Landing South, Portage Landing North, and Hidden Key (including the plat of Hidden Key North) into the Village. The Portage Landing neighborhood is currently contiguous with Twelve Oaks and provides contiguity to Hidden Key across Little Lake Worth. While the Hidden Key neighborhood is also included within Area 1 for the Palm Beach Gardens annexation, Portage Landing is not. The Ordinance has been amended since first reading to specifically exclude the right-of-way for Jack Nicklaus Drive (SR A1A).

Ordinance for Annexation of Area 2:

This Ordinance annexes property located north of McLaren Road and west of Ellison Wilson Road and extends into the Intracoastal Waterway. Although the Council did discuss annexation of the area north of the "flag lot" up to the current boundary between the Village and the City on the east side of Ellison Wilson Road, the City's existing boundary on the west side of Ellison Wilson Road already extends south of the current City Center boundary due to the recent voluntary annexation of the property located at 11309 Ellison Wilson Road. Additionally, as previously discussed, the remaining property north of the "flag lot" is an enclave due to the City's annexation of Ellison Wilson Road from PGA Boulevard to the "flag lot" decades ago. While a waterway does not automatically defeat contiguity, the County objected to the inclusion of any property north of the flag lot (due to its status as an existing enclave surrounded by the City on all sides) and requested that the Village remove any reference to such property from its feasibility study. Consequently, this Ordinance only applies to the properties between McLaren Road and the "flag lot," and these properties are also included within Area 2 for the Palm Beach Gardens annexation.

Ordinance for Annexation of Area 3:

This Ordinance annexes the neighborhood of Pirate's Cove (south of PGA Boulevard and west of the Intracoastal Waterway), in addition to the six lots located on the eastern end of Canal Road and six lots adjacent to Easy Street. This area is identical to Area 3 for the City of Palm Beach Gardens annexation.

While the full fiscal impact of the annexations is unknown at this time, it is anticipated that the ad valorem taxes and other revenue derived from the annexed properties will be more than sufficient to offset the demands for service from these properties.

The attached Ordinances have been prepared by this office and reviewed for legal sufficiency.

At its November 15, 2023 regular meeting, the Village Council unanimously approved the Ordinances on first reading. In the event that a majority of the residents vote in favor of annexation in March 2024, the effective date of each Ordinance has been changed to December 1, 2024 to accommodate the request of the Supervisor of Elections that the Ordinances be effective after the November election and ensure that the properties are part of the Village as of January 1, 2025.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of each of the three attached Ordinances involuntarily annexing contiguous, compact areas of unincorporated territory located within the Village's future annexation area into the Village subject to a referendum vote of the electors residing in the annexation areas in compliance with all statutory requirements.

ORDINANCE NO. 2023-21

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ANNEXING A CONTIGUOUS AND COMPACT AREA OF REAL PROPERTY LOCATED IN UNINCORPORATED PALM BEACH COUNTY COMPRISED OF APPROXIMATELY 63 ACRES LOCATED EAST OF U.S. HIGHWAY ONE AND NORTH AND SOUTH OF JACK NICKLAUS DRIVE AND COMMONLY KNOWN AS PORTAGE LANDING NORTH, PORTAGE LANDING SOUTH, AND HIDDEN KEY, AS MORE PARTICULARLY DESCRIBED HEREIN, PURSUANT TO SECTION 171.0413, FLORIDA STATUTES; AMENDING ARTICLE II OF THE VILLAGE CHARTER TO REDEFINE THE TERRITORIAL BOUNDARIES OF THE VILLAGE; SUBMITTING THE ANNEXATION TO A REFERENDUM VOTE OF THE REGISTERED ELECTORS RESIDING WITHIN THE AREA PROPOSED FOR ANNEXATION; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF STATE AND ALL OTHER REQUIRED AGENCIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR OTHER PURPOSES.

WHEREAS, the Village seeks to annex an area of contiguous, compact, unincorporated territory located in the Village's future annexation area pursuant to Section 171.0413, Florida Statutes, known as the neighborhoods Portage Landing South, Portage Landing North, and Hidden Key (including Hidden Key North), as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Village has prepared and filed with the Palm Beach County Board of County Commissioners a feasibility study setting forth the Village's plans to provide urban services to the proposed annexation area as required by Section 171.042, Florida Statutes; and

WHEREAS, the Village Council determines that the proposed annexation area is contiguous to the Village's corporate boundaries and meets each of the requirements of Section 171.043, Florida Statutes; and

WHEREAS, the Village Council has conducted all advertising public hearings required by Section 171.0413(1), Florida Statutes, and provided the required notice pursuant to Section 171.042(3), Florida Statutes; and

WHEREAS, the Village Council determines that the adoption of this Ordinance is in the interests of the health, safety, and welfare of the residents of both the Village and the proposed annexation area.

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

<u>Section 1.</u> The foregoing recitals are ratified as true and correct and are incorporated herein.

<u>Section 2.</u> The Village Council hereby annexes into the Village of North Palm Beach a contiguous and compact area of unincorporated property located in the Village's future annexation area commonly known as the neighborhoods of Portage Landing South, Portage Landing North, and Hidden Key

(including Hidden Key North) ("Annexed Property"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The right-of-way for Jack Nicklaus Drive (S.R. A1A) is hereby excluded from the Annexed Property and shall remain in unincorporated Palm Beach County.

Section 3. The corporate boundaries of the Village of North Palm Beach area hereby redefined to include the Annexed Property fully described in Section 2 above, and Article II of the Village of North Palm Beach Charter, setting forth the territorial boundaries of the Village, is hereby amended to include the Annexed Property

Section 4. A certified copy of this Ordinance shall be filed as a revision of the Village Charter with the Department of State within thirty (30) days from the effective date of this Ordinance as required by Section 166.031(3) and Section 171.091, Florida Statutes.

Section 5. The annexation shall be submitted to a referendum vote of the registered electors of the Annexed Property at the general election scheduled for March 19, 2024.

Section 6. The title of the ballot and explanatory statement setting forth the substance of the proposed annexation shall appear on the ballot and shall read as follows:

ANNEXATION REFERENDUM 1 OF THE VILLAGE OF NORTH PALM BEACH
(ORDINANCE NO. 2023-21)

THE VILLAGE OF NORTH PALM BEACH ADOPTED ORDINANCE NO. 2023-21 ANNEXING AN AREA OF CONTIGUOUS, COMPACT, UNINCORPORATED PROPERTY LOCATED IN THE VILLAGE'S FUTURE ANNEXATION AREA COMMONLY KNOWN AS THE NEIGHBORHOODS OF PORTAGE LANDING SOUTH, PORTAGE LANDING NORTH, AND HIDDEN KEY INTO THE VILLAGE'S CORPORATE LIMITS.

_____ FOR ANNEXATION OF THE PROPERTY DESCRIBED IN ORDINANCE NO. 2023-21 OF THE VILLAGE OF NORTH PALM BEACH.

_____ AGAINST ANNEXATION OF THE PROPERTY DESCRIBED IN ORDINANCE NO. 2023-21 OF THE VILLAGE OF NORTH PALM BEACH.

Section 7. The Village Clerk is hereby directed to advertise the referendum election in accordance with all statutory requirements.

Section 8. The Community Development Director is hereby directed to file the revision to the Village Charter with the Department of State and provide notification to all other required agencies.

Section 9. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10. 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 11. If a majority of the registered electors of the Annexed Property votes in favor of the referendum, this Ordinance shall be effective December 1, 2024. If a majority of the registered electors of the Annexed Property vote against the referendum, this Ordinance shall be automatically repealed and be of no force and effect.

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

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

(Village Seal)

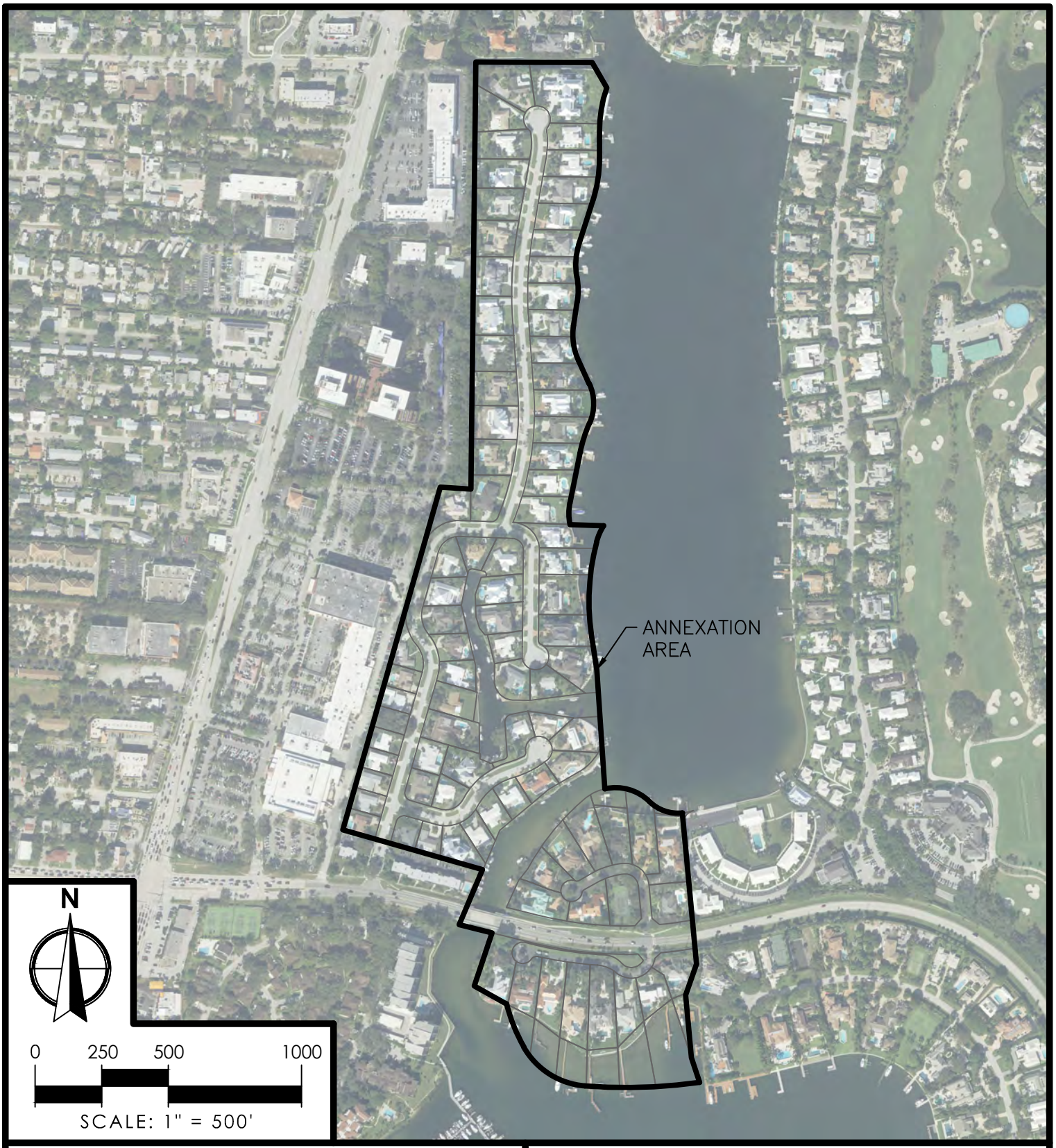
_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY



PROJECT: NORTH PALM BEACH ANNEXATION PARCELS

TASK: AREA 1 EXHIBIT

PREPARED BY:

WGI™

2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CAD	AREA 1.DWG
DRAWN/DESIGNED	ALEX L.
CHECKED/QC	ERIC M.
JOB NO.	9829.01
DATE	11/02/2023

SHEET: 1 of 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING AND SITUATE IN SECTION 4, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCIBED AS FOLLOWS:
BEGIN AT THE NORTH 1/4 CORNER OF SAID SECTION 4 BY KELSEY CITY ENG. CO., AS SHOWN ON THE PLAT OF HIDDEN KEY NORTH, AS RECORDED IN PLAT BOOK 28, AT PAGE 129, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°47'53" EAST ALONG THE NORTHERLY LINE OF SAID PLAT OF HIDDEN KEY NORTH, A DISTANCE OF 337.12 FEET TO THE NORTHEAST CORNER OF SAID PLAT OF HIDDEN KEY NORTH, ALSO BEING THE NORTH 1/4 CORNER OF SAID SECTION 4 BY BURCHFIEL, AS SHOWN ON SAID PLAT OF HIDDEN KEY NORTH; THE FOLLOWING FOURTEEN (14) COURSES BEING ALONG THE EASTERLY LINE OF SAID PLAT OF HIDDEN KEY NORTH: THENCE SOUTH 29°47'53" EAST, A DISTANCE OF 109.81 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIAL WHICH BEARS SOUTH 70°48'31" EAST, A RADIUS OF 500 FEET, AND A CENTRAL ANGLE OF 19°11'29"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 167.48 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 100 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 520.13 FEET, AND A CENTRAL ANGLE OF 17°42'51"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 160.81 FEET; THENCE SOUTH 17°42'51" WEST, A DISTANCE OF 172.23 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 255.92 FEET, AND A CENTRAL ANGLE OF 27°54'59"; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 124.69 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 285 FEET, AND A CENTRAL ANGLE OF 18°45'02"; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 93.27 FEET; THENCE SOUTH 08°32'54" WEST, A DISTANCE OF 90.0 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 233 FEET, AND A CENTRAL ANGLE OF 33°19'00"; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 135.49 FEET; THENCE SOUTH 24°46'06" EAST, A DISTANCE OF 95.0 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 180 FEET, AND A CENTRAL ANGLE OF 48°29'36"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 152.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 550 FEET, AND A CENTRAL ANGLE OF 12°22'14"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 118.75 FEET; THENCE SOUTH 11°21'16" WEST, A DISTANCE OF 190.0 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 200 FEET, AND A CENTRAL ANGLE OF 23°20'05"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 81.45 FEET TO A POINT ON THE NORTH LINE OF GOVERNMENT LOT 3, AS SHOWN ON SAID PLAT OF HIDDEN KEY NORTH AND THE PLAT OF HIDDEN KEY, AS RECORDED IN PLAT BOOK 27, AT PAGE 243 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

(LEGAL DESCRIPTION CONTINUES ON SHEET 2)

LEGEND:

F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF THE PLAT OF HIDDEN KEY NORTH, AS RECORDED IN PLAT BOOK 28, AT PAGE 129 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING NORTH 00°39'27" EAST.

BY: _____ DATE: _____
ERIC R. MATTHEWS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 6717

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH ANNEXATION PARCELS	TASK: AREA 1

PREPARED BY:
WGI™
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CAD	AREA 1.DWG	
DRAWN/DESIGNED	ALEX L.	SHEET:
CHECKED/QC	ERIC M.	
JOB NO.	9829.01	1 of 5
DATE	11/07/2023	

LEGAL DESCRIPTION (CONTINUED):

THENCE SOUTH 87°50'43" EAST ALONG THE NORTH LINE OF GOVERNMENT LOT 3 AS SHOWN ON SAID PLAT OF HIDDEN KEY NORTH AND SAID PLAT OF HIDDEN KEY, A DISTANCE OF 126.08 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIAL WHICH BEARS SOUTH 57°26'45" EAST, A RADIUS OF 210 FEET, AND A CENTRAL ANGLE OF 17°41'34"; THE FOLLOWING THREE (3) COURSES BEING ALONG THE AGREED SHORE LINE OF SAID PLAT OF HIDDEN KEY: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 64.85 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 870.58, AND A CENTRAL ANGLE OF 23°23'30"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 355.42 FEET; THENCE SOUTH 08°31'50" EAST, A DISTANCE OF 130.70 FEET; THENCE SOUTH 03°54'59" EAST ALONG THE SAID AGREED SHORE LINE AND THE SOUTHERLY EXTENSION OF THE SAID AGREED SHORE LINE, A DISTANCE OF 446.87 FEET TO A POINT ON THE NORTHERLY BULKHEAD LINE AS SHOWN ON THE PLAT OF PORTAGE LANDING, AS RECORD IN PLAT BOOK 32, AT PAGE 143 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIAL WHICH BEARS SOUTH 12°34'42" EAST, A RADIUS OF 181.15 FEET, AND A CENTRAL ANGLE OF 56°59'49"; THE FOLLOWING TWO (2) COURSES BEING ALONG SAID NORTHERLY BULKHEAD LINE: THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 180.21 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 153.47 FEET, AND A CENTRAL ANGLE OF 50°50'18"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 136.17 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID PLAT OF PORTAGE LANDING; THENCE SOUTH 05°20'40" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 569.52 FEET; THENCE SOUTH 19°37'20" WEST, A DISTANCE OF 123.04 FEET TO A POINT ON A LINE BEING 52.00 FEET WESTERLY OF AND PARALLEL WITH SAID EASTERLY LINE; THENCE SOUTH 05°22'40" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 236.63 FEET TO A POINT ON THE EASTERLY LINE OF LOT 7 OF SAID PLAT OF PORTAGE LANDING; THENCE SOUTH 18°29'03" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 97.20 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, HAVING A RADIAL WHICH BEARS NORTH 08°50'33" WEST, A RADIUS OF 1,985.69 FEET, AND A CENTRAL ANGLE OF 13°19'42"; THE FOLLOWING THREE (3) COURSES BEING ALONG THE SOUTHERLY BULKHEAD LINE AS SHOWN ON SAID PLAT OF PORTAGE LANDING: THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 461.92 FEET TO A POINT OF COMPOUD CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 290.05 FEET, AND A CENTRAL ANGLE OF 55°44'46"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 282.21 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 637.00 FEET, AND A CENTRAL ANGLE OF 15°47'28"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 175.56 FEET TO A POINT ON THE APPROXIMATE MEAN HIGH WATER LINE; THENCE NORTH 61°03'27" WEST ALONG THE APPROXIMATE MEAN HIGH WATER LINE, A DISTANCE OF 138.49 FEET; THENCE NORTH 18°32'10" EAST ALONG THE APPROXIMATE MEAN HIGH WATER LINE, A DISTANCE OF 210.30 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 703, AS RECORDED IN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93080-2509; THENCE NORTH 76°02'26' WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 126.69 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOTS 33, 34, AND 37 OF SAID PLAT OF HIDDEN KEY; THENCE NORTH 22°52'26" EAST ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOTS 33, 34, AND 37 OF SAID PLAT OF HIDDEN KEY, A DISTANCE OF 224.53 FEET TO THE SOUTHEAST CORNER OF LOT 34 OF SAID PLAT OF HIDDEN KEY; THENCE NORTH 74°06'17" WEST, ALONG THE SOUTHERLY LINE AND THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOTS 34, 35, 36, AND 46 OF SAID PLAT OF HIDDEN KEY, A DISTANCE OF 545.25 FEET TO A POINT ON THE WESTERLY LINE OF SAID PLAT OF HIDDEN KEY; THENCE NORTH 15°53"43" EAST ALONG THE WESTERLY LINE OF SAID PLAT OF HIDDEN KEY, A DISTANCE OF 1336.63 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PLAT OF HIDDEN KEY; THENCE SOUTH 86°10'35" EAST, ALONG THE NORTHERLY LINE OF SAID PLAT OF HIDDEN KEY, A DISTANCE OF 115.04 FEET TO A POINT ON THE WESTERLY LINE OF SAID PLAT OF HIDDEN KEY NORTH; THENCE NORTH 00°39'27" EAST ALONG THE WESTERLY LINE OF SAID PLAT OF HIDDEN KEY NORTH, A DISTANCE OF 1602.09 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PLAT OF HIDDEN KEY NORTH; THENCE SOUTH 89°47'53" EAST, ALONG THE NORTHERLY LINE OF SAID PLAT OF HIDDEN KEY NORTH, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;
SAID LAND CONTAINING 55.968 ACRES, MORE OR LESS.

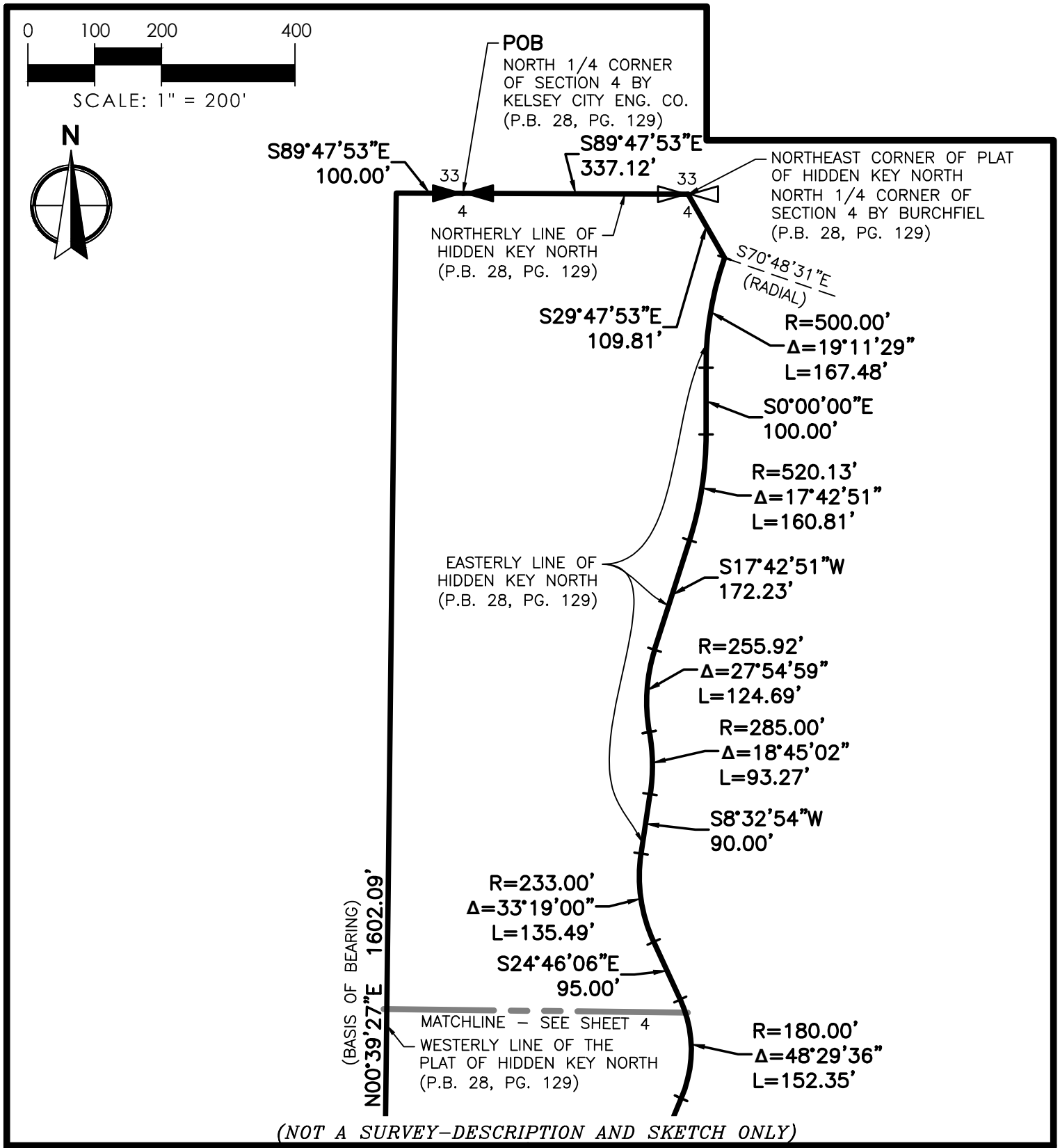
(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH ANNEXATION PARCELS	TASK: AREA 1

PREPARED BY: WGI™

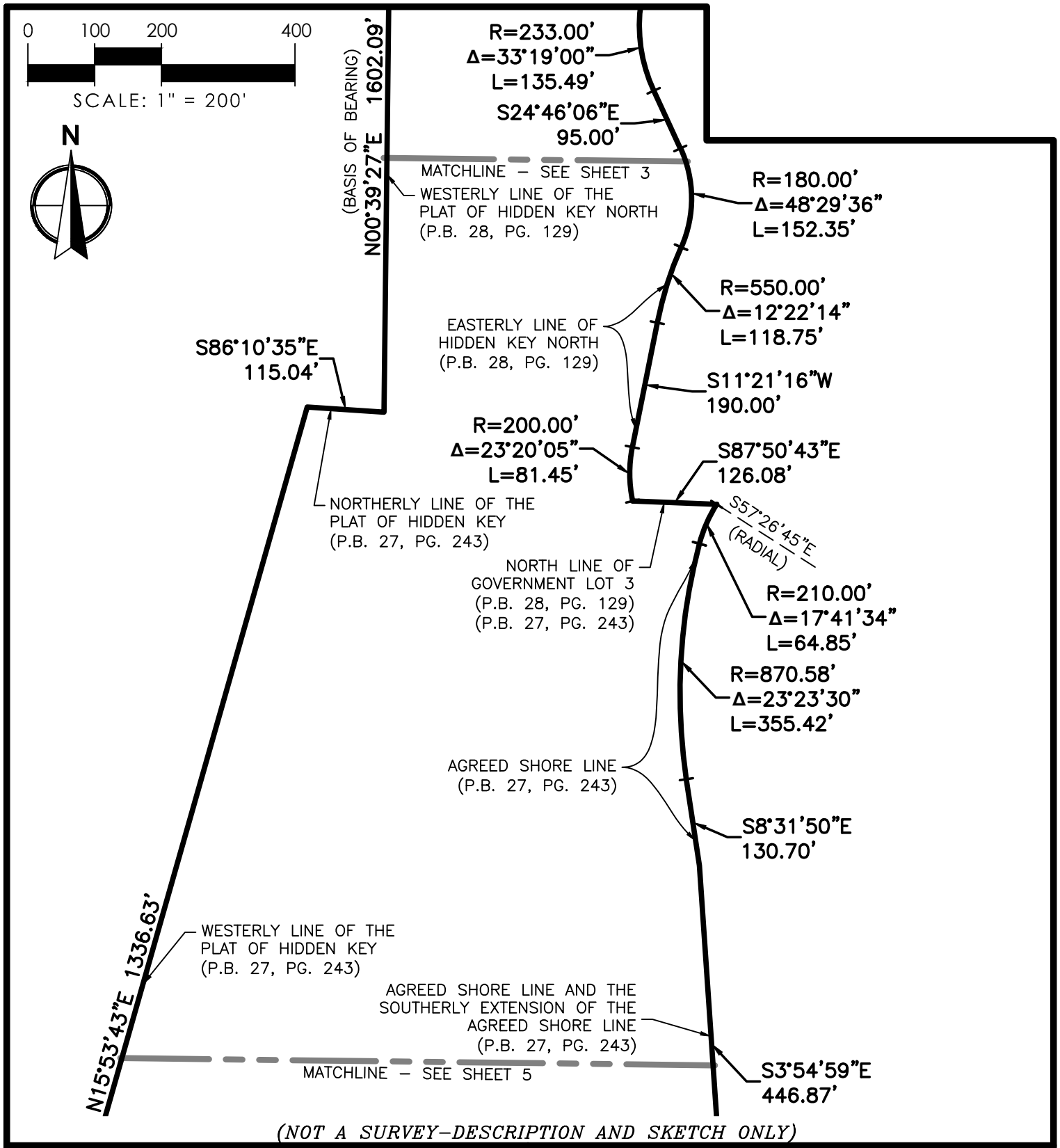
2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CAD	AREA 1.DWG	
DRAWN/DESIGNED	ALEX L.	SHEET:
CHECKED/QC	ERIC M.	
JOB NO.	9829.01	2 of 5
DATE	11/07/2023	



(NOT A SURVEY–DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH ANNEXATION PARCELS	TASK: AREA 1
PREPARED BY: WGI™ 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD AREA 1.DWG DRAWN/DESIGNED ALEX L. CHECKED/QC ERIC M. JOB NO. 9829.01 DATE 11/07/2023
	SHEET: 3 of 5



(NOT A SURVEY–DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH ANNEXATION PARCELS	TASK: AREA 1

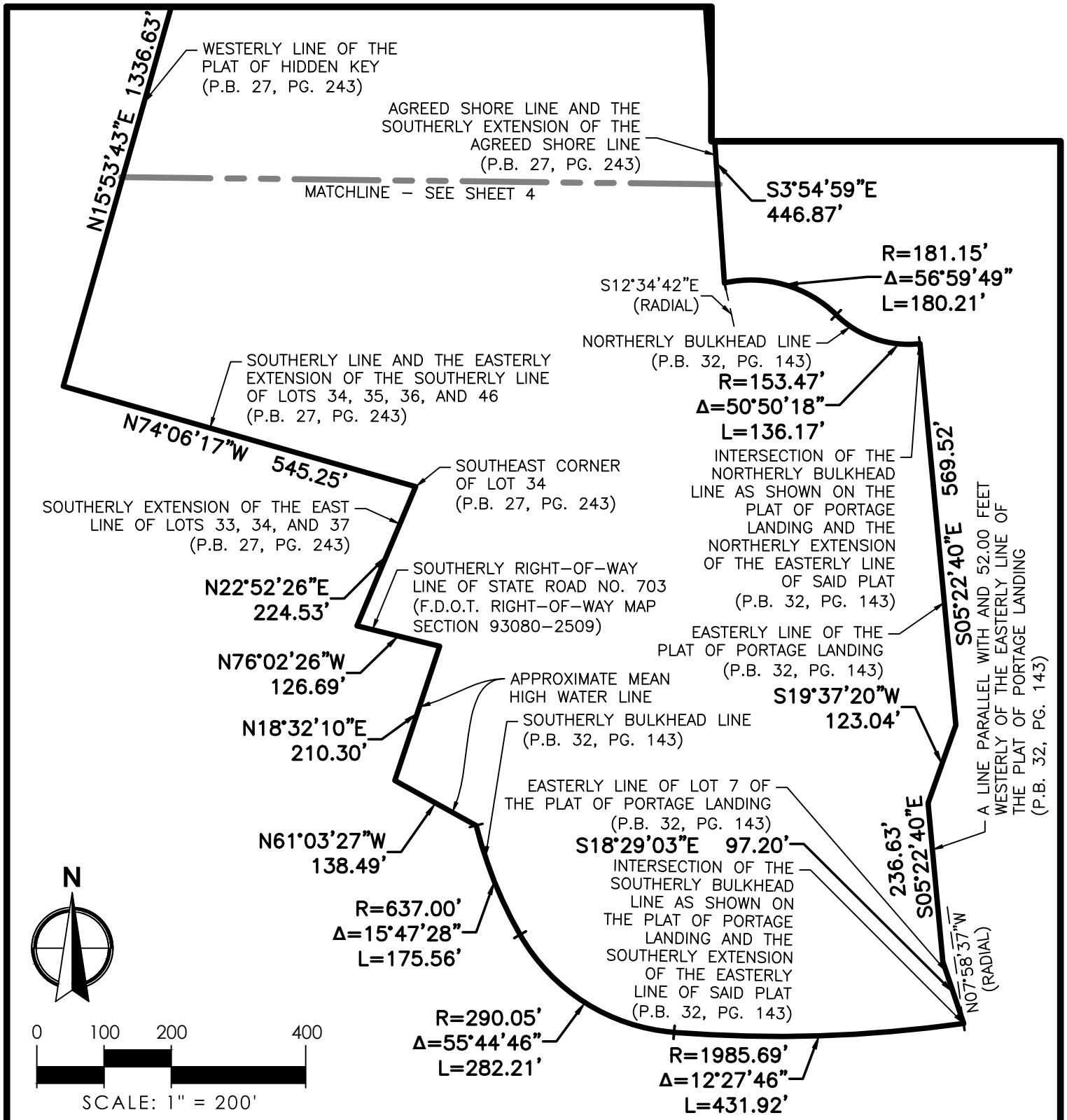
PREPARED BY:

WGI™

2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CAD	AREA 1.DWG
DRAWN/DESIGNED	ALEX L.
CHECKED/QC	ERIC M.
JOB NO.	9829.01
DATE	11/07/2023

SHEET: 4 of 5



(NOT A SURVEY–DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH ANNEXATION PARCELS	TASK: AREA 1
PREPARED BY: WGI™ 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD AREA 1.DWG DRAWN/DESIGNED ALEX L. CHECKED/QC ERIC M. JOB NO. 9829.01 DATE 11/07/2023
	SHEET: 5 of 5

ORDINANCE NO. 2023-22

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ANNEXING A CONTIGUOUS AND COMPACT AREA OF REAL PROPERTY LOCATED IN UNINCORPORATED PALM BEACH COUNTY COMPRISED OF APPROXIMATELY 14 ACRES LOCATED WEST OF ELLISON WILSON ROAD AND NORTH OF MCLAREN ROAD AND EXTENDING TO THE EXISTING BOUNDARY OF THE CITY OF PALM BEACH GARDENS, AS MORE PARTICULARLY DESCRIBED HEREIN, PURSUANT TO SECTION 171.0413, FLORIDA STATUTES; AMENDING ARTICLE II OF THE VILLAGE CHARTER TO REDEFINE THE TERRITORIAL BOUNDARIES OF THE VILLAGE; SUBMITTING THE ANNEXATION TO A REFERENDUM VOTE OF THE REGISTERED ELECTORS RESIDING WITHIN THE AREA PROPOSED FOR ANNEXATION; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF STATE AND ALL REQUIRED AGENCIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR OTHER PURPOSES.

WHEREAS, the Village seeks to annex an area of contiguous, compact, unincorporated territory located in the Village's future annexation area pursuant to Section 171.0413, Florida Statutes, located west of Ellison Wilson Road north of McLaren Road and extending to the existing boundary of the City of Palm Beach Gardens, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Village has prepared and filed with the Palm Beach County Board of County Commissioners a feasibility study setting forth the Village's plans to provide urban services to the proposed annexation area as required by Section 171.042, Florida Statutes; and

WHEREAS, the Village Council determines that the proposed annexation area is contiguous to the Village's corporate boundaries and meets each of the requirements of Section 171.043, Florida Statutes; and

WHEREAS, the Village Council has conducted all advertising hearings required by Section 171.0413(1), Florida Statutes, and provided the required notice pursuant to Section 171.042(3), Florida Statutes; and

WHEREAS, the Village Council determines that the adoption of this Ordinance is in the interests of the health, safety, and welfare of the residents of both the Village and the proposed annexation area.

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 annexes into the Village of North Palm Beach a contiguous and compact area of unincorporated property located in the Village's future annexation area located west of Ellison Wilson Road north of McLaren Road and extending to the existing boundary of the City of

Palm Beach Gardens ("Annexed Property"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 3. The corporate boundaries of the Village of North Palm Beach area hereby redefined to include the Annexed Property fully described in Section 2 above, and Article II of the Village of North Palm Beach Charter, setting forth the territorial boundaries of the Village, is hereby amended to include the Annexed Property, extending to the centerline of the Intracoastal Waterway.

Section 4. A certified copy of this Ordinance shall be filed as a revision of the Village Charter with the Department of State within thirty (30) days from the effective date of this Ordinance as required by Section 166.031(3) and Section 171.091, Florida Statutes.

Section 5. The annexation shall be submitted to a referendum vote of the registered electors of the Annexed Property at the general election scheduled for March 19, 2024.

Section 6. The title of the ballot and explanatory statement setting forth the substance of the proposed annexation shall appear on the ballot and shall read as follows:

ANNEXATION REFERENDUM 2 OF THE VILLAGE OF NORTH PALM BEACH
(ORDINANCE NO. 2023-22)

THE VILLAGE OF NORTH PALM BEACH ADOPTED ORDINANCE NO. 2023-22 ANNEXING AN AREA OF CONTIGUOUS, COMPACT, UNINCORPORATED PROPERTY LOCATED IN THE VILLAGE'S FUTURE ANNEXATION AREA WEST OF ELLISON WILSON ROAD NORTH OF MCLAREN ROAD EXTENDING TO THE EXISTING BOUNDARY OF THE CITY OF PALM BEACH GARDENS INTO THE VILLAGE'S CORPORATE LIMITS.

_____ FOR ANNEXATION OF THE PROPERTY DESCRIBED IN ORDINANCE NO. 2023-22 OF THE VILLAGE OF NORTH PALM BEACH.

_____ AGAINST ANNEXATION OF THE PROPERTY DESCRIBED IN ORDINANCE NO. 2023-22 OF THE VILLAGE OF NORTH PALM BEACH.

Section 7. The Village Clerk is hereby directed to advertise the referendum election in accordance with all statutory requirements.

Section 8. The Community Development Director is hereby directed to file the revision to the Village Charter with the Department of State and provide notification to all other required agencies.

Section 9. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10. 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 11. If a majority of the registered electors of the Annexed Property votes in favor of the referendum, this Ordinance shall be effective December 1, 2024. If a majority of the registered electors

of the Annexed Property vote against the referendum, this Ordinance shall be automatically repealed and be of no force and effect.

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

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

(Village Seal)

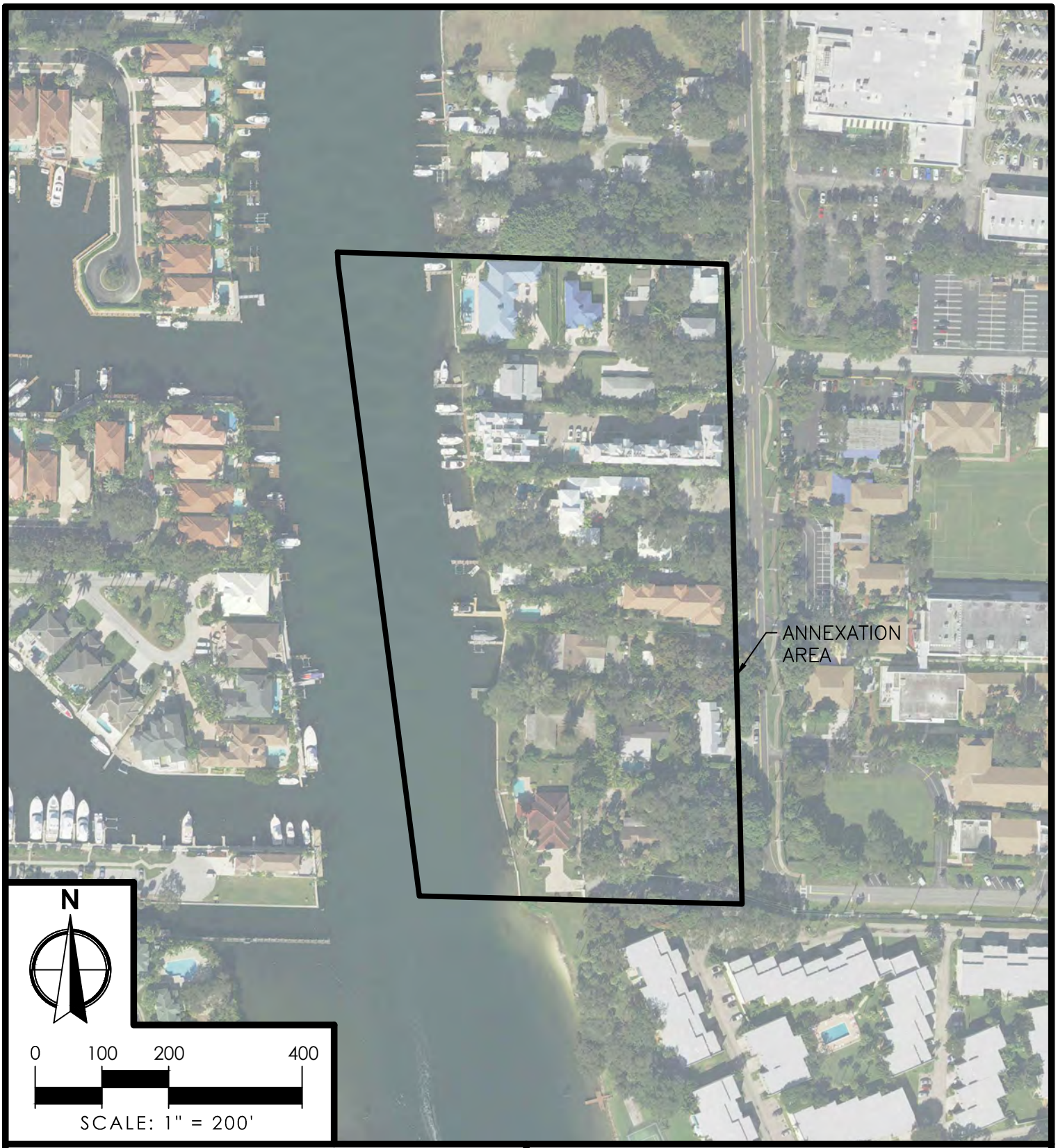
_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY



PROJECT: NORTH PALM BEACH ANNEXATION PARCELS	TASK: AREA 2B EXHIBIT

PREPARED BY:

WGI™

2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CAD	AREA 2B.DWG
DRAWN/DESIGNED	ALEX L.
CHECKED/QC	ERIC M.
JOB NO.	9829.01
DATE	11/02/2023

SHEET: 1 of 1

Laddie Smith M:____PROPOSAL_TEAM\2023_Proposals\Cities\1_FLORIDA\North Palm Beach\North Palm Beach Annexation Parcels\Annexation sketches\AREA 2B.dwg ---- Plotted: 11/2/2023 6:45:31 PM Saved: 11/2/2023

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING AND SITUATE IN SECTION 5, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 88°34'37' WEST, ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 514.60 FEET TO A POINT ON THE APPROXIMATE CENTERLINE OF THE INTRACOASTAL WATERWAY; THENCE NORTH 07°20'06" WEST ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 20.24 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 07°20'06" WEST ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 953.69 FEET; THENCE NORTH 02°40'21" WEST ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 19.20 FEET; THENCE SOUTH 88°13'44" EAST, A DISTANCE OF 583.53 FEET TO A POINT ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 5; THENCE SOUTH 01°22'08" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 959.32 FEET TO A POINT ON A LINE 20.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 5; THENCE NORTH 88°34'37' WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 483.67 TO THE **POINT OF BEGINNING**.

SAID LANDS CONTAIN 11.772 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT. THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 43 EAST, HAVING A BEARING OF N88°34'37"W.

LEGEND:

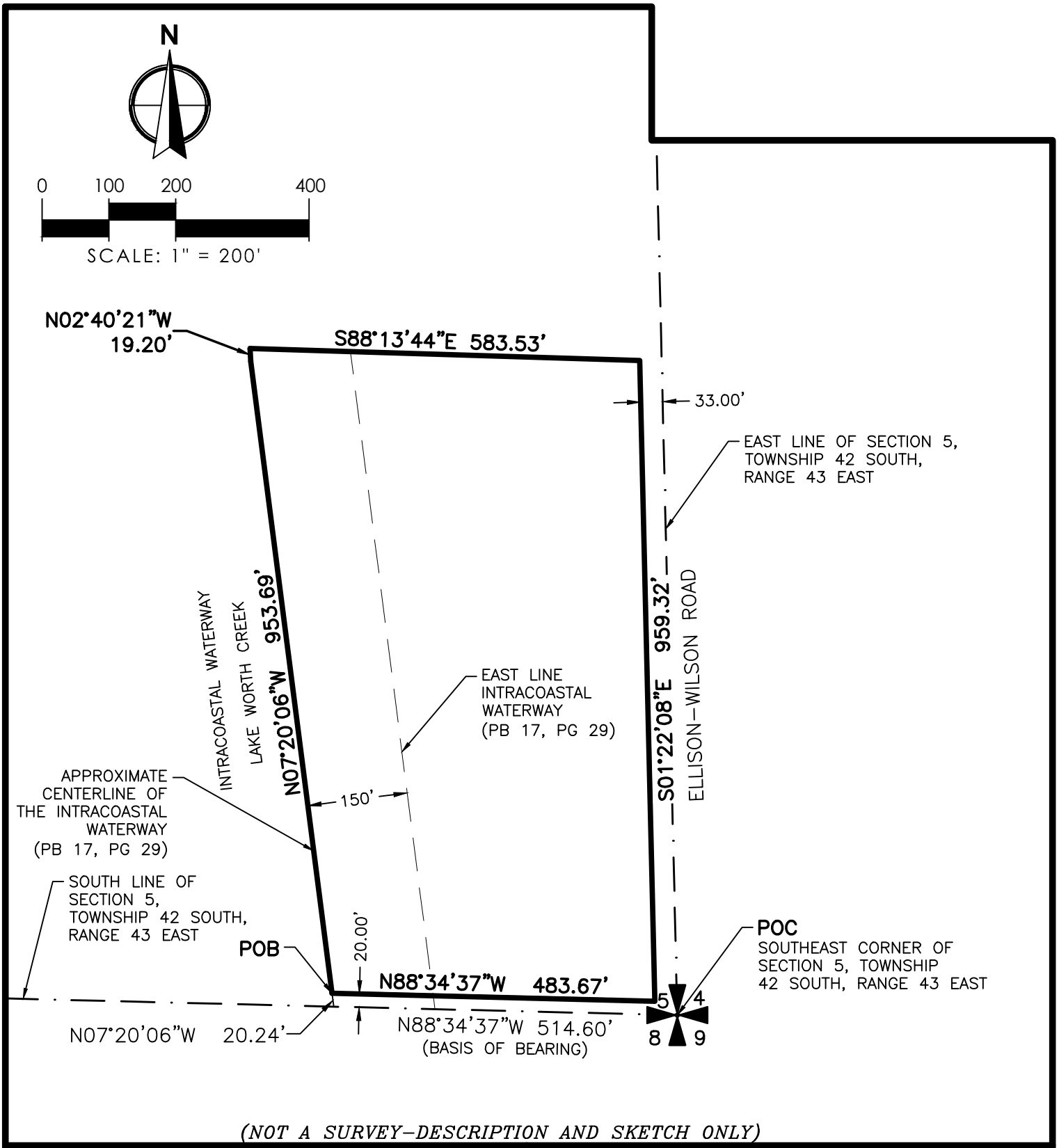
POB = Point Of Beginning
POC = Point Of Commencement

For The Firm:
WGI, Inc.

BY: _____ DATE: _____
ERIC R. MATTHEWS, PSM
Professional Surveyor and Mapper
State of Florida License No. 6717

(NOT A SURVEY-DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH ANNEXATION SKETCHES	TASK: AREA 2B
PREPARED BY: WGI™ 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD AREA 2B.DWG DRAWN/DESIGNED LMS CHECKED/QC ERM JOB NO. 9829.01 DATE 11/02/2023
	SHEET: 1 of 2



(NOT A SURVEY–DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH ANNEXATION SKETCHES	TASK: AREA 2B
PREPARED BY: WGI™ 2035 Vista Parkway, West Palm Beach, FL 33411 Phone No. 866.909.2220 www.wginc.com Cert No. 6091 - LB No. 7055	CAD AREA 2B.DWG DRAWN/DESIGNED LMS CHECKED/QC ERM JOB NO. 9829.01 DATE 11/02/2023
	SHEET: 2 of 2

Laddie Smith M:____PROPOSAL_TEAM\2023_Proposals\Cities\1_FLORIDA\North Palm Beach\North Palm Beach Annexation Parcels\Annexation sketches\AREA 2B.dwg ---- Plotted: 11/2/2023 6:45:33 PM Saved: 11/2/2023

ORDINANCE NO. 2023-23

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ANNEXING A CONTIGUOUS AND COMPACT AREA OF REAL PROPERTY LOCATED IN UNINCORPORATED PALM BEACH COUNTY COMPRISED OF APPROXIMATELY 17 ACRES LOCATED EAST OF PROSPERITY FARMS ROAD, NORTH OF CANAL ROAD AND SOUTH OF PGA BOULEVARD INCLUDING PIRATE'S COVE AND ADJACENT PARCELS LOCATED ON CANAL ROAD AND EASY STREET, AS MORE PARTICULARLY DESCRIBED HEREIN, PURSUANT TO SECTION 171.0413, FLORIDA STATUTES; AMENDING ARTICLE II OF THE VILLAGE CHARTER TO REDEFINE THE TERRITORIAL BOUNDARIES OF THE VILLAGE; SUBMITTING THE ANNEXATION TO A REFERENDUM VOTE OF THE REGISTERED ELECTORS RESIDING WITHIN THE AREA PROPOSED FOR ANNEXATION; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF STATE AND ALL REQUIRED AGENCIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A REPEALER; AND FOR OTHER PURPOSES.

WHEREAS, the Village seeks to annex an area of contiguous, compact, unincorporated territory included in the Village's future annexation area pursuant to Section 171.0413, Florida Statutes, located east of Prosperity Farms Road, north of Canal Road, and south of PGA Boulevard including the Pirate's Cove subdivision and adjacent parcels located on Canal Road and Easy Street, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Village has prepared and filed with the Palm Beach County Board of County Commissioners a feasibility study setting forth the Village's plans to provide urban services to the proposed annexation area as required by Section 171.042, Florida Statutes; and

WHEREAS, the Village Council determines that the proposed annexation area is contiguous to the Village's corporate boundaries and meets each of the requirements of Section 171.043, Florida Statutes; and

WHEREAS, the Village Council has conducted all advertising hearings required by Section 171.0413(1), Florida Statutes, and provided the required notice pursuant to Section 171.042(3), Florida Statutes; and

WHEREAS, the Village Council determines that the adoption of this Ordinance is in the interests of the health, safety, and welfare of the residents of both the Village and the proposed annexation area.

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

<u>Section 1.</u> The foregoing recitals are ratified as true and correct and are incorporated herein.

<u>Section 2.</u> The Village Council hereby annexes into the Village of North Palm Beach a contiguous and compact area of unincorporated property included in the Village's future annexation area located east of Prosperity Farms Road, north of Canal Road, and south of PGA Boulevard including the Pirate's

Cove subdivision and adjacent parcels located on Canal Road and Easy Street ("Annexed Property"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 3. The corporate boundaries of the Village of North Palm Beach area hereby redefined to include the Annexed Property fully described in Section 2 above, and Article II of the Village of North Palm Beach Charter, setting forth the territorial boundaries of the Village, is hereby amended to include the Annexed Property, extending to the centerline of the Intracoastal Waterway.

Section 4. A certified copy of this Ordinance shall be filed as a revision of the Village Charter with the Department of State within thirty (30) days from the effective date of this Ordinance as required by Section 166.031(3) and Section 171.091, Florida Statutes.

Section 5. The annexation shall be submitted to a referendum vote of the registered electors of the Annexed Property at the general election scheduled for March 19, 2024.

Section 6. The title of the ballot and explanatory statement setting forth the substance of the proposed annexation shall appear on the ballot and shall read as follows:

ANNEXATION REFERENDUM 3 OF THE VILLAGE OF NORTH PALM BEACH
(ORDINANCE NO. 2023-23)

THE VILLAGE OF NORTH PALM BEACH ADOPTED ORDINANCE NO. 2023-23 ANNEXING AN AREA OF CONTIGUOUS, COMPACT, UNINCORPORATED PROPERTY INCLUDED IN THE VILLAGE'S FUTURE ANNEXATION AREA LOCATED EAST OF PROSPERITY FARMS ROAD, NORTH OF CANAL ROAD AND SOUTH OF PGA BOULEVARD INCLUDING THE PIRATE'S COVE SUBDIVISION AND ADJACENT PARCELS LOCATED ON CANAL ROAD AND EASY STREET INTO THE VILLAGE'S CORPORATE LIMITS.

_____ FOR ANNEXATION OF THE PROPERTY DESCRIBED IN ORDINANCE NO. 2023-23 OF THE VILLAGE OF NORTH PALM BEACH.

_____ AGAINST ANNEXATION OF THE PROPERTY DESCRIBED IN ORDINANCE NO. 2023-23 OF THE VILLAGE OF NORTH PALM BEACH.

Section 7. The Village Clerk is hereby directed to advertise the referendum election in accordance with all statutory requirements.

Section 8. The Community Development Director is hereby directed to file the revision to the Village Charter with the Department of State and provide notification to all other required agencies.

Section 9. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10. 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 11. If a majority of the registered electors of the Annexed Property votes in favor of the referendum, this Ordinance shall be effective December 1, 2024. If a majority of the registered electors of the Annexed Property vote against the referendum, this Ordinance shall be automatically repealed and be of no force and effect.

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

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

(Village Seal)

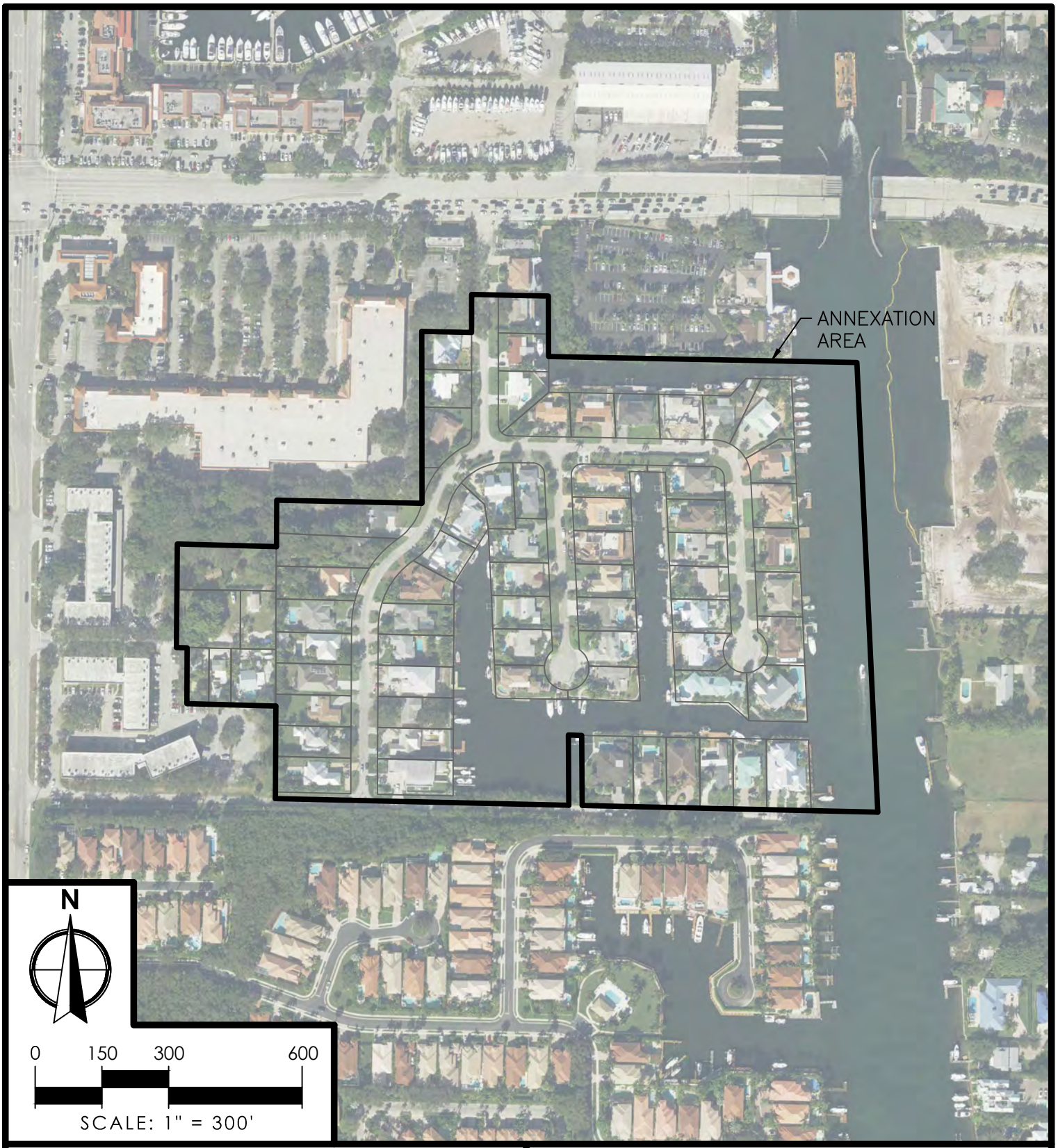
_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY



PROJECT: NORTH PALM BEACH ANNEXATION PARCELS

TASK: AREA 3A EXHIBIT

PREPARED BY:

WGI™

2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CAD	AREA 1.DWG
DRAWN/DESIGNED	ALEX L.
CHECKED/QC	ERIC M.
JOB NO.	9829.01
DATE	11/02/2023

SHEET: 1 of 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING AND SITUATE IN SECTION 5, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 5; THENCE NORTH 90°00'00" EAST, ALONG THE EAST–WEST 1/4 SECTION LINE OF SAID SECTION 5, A DISTANCE OF 970.32 FEET; THENCE SOUTH 0°01'39" EAST, ALONG THE WESTERLY LINE OF THE PLAT OF PIRATES COVE, AS RECORDED IN PLAT BOOK 25, PAGE 197, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 285.01 FEET TO THE NORTHWEST CORNER OF LOT 13 OF SAID PLAT, AND THE POINT OF BEGINNING; THENCE SOUTH 88°53'33" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 13, A DISTANCE OF 112.00 FEET; THENCE NORTH 0°01'39" WEST, A DISTANCE OF 85.02 FEET; THENCE SOUTH 88°53'33" EAST, A DISTANCE OF 172.33 FEET TO A POINT ON THE EASTERLY LINE OF LOT 19 OF SAID PLAT; THENCE SOUTH 0°17'57" EAST, ALONG THE EASTERLY LINE OF LOTS 19 AND 20, A DISTANCE OF 135.94 FEET; THENCE SOUTH 88°53'33" EAST, ALONG THE NORTHERLY LINE OF SAID PLAT AND EASTERLY EXTENSION THEREOF, A DISTANCE OF 692.90 FEET TO THE APPROXIMATE CENTERLINE OF THE INTRACOASTAL WATERWAY, AS RECORDED IN PLAT BOOK 17, PAGE 29, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 02°40'20" EAST ALONG SAID APPROXIMATE CENTERLINE, A DISTANCE OF 1011.83 FEET; THENCE NORTH 88°43'19" WEST ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID PLAT OF PIRATES COVE, A DISTANCE OF 664.83 FEET TO THE SOUTHEAST CORNER OF TRACT V OF THE PLAT OF PROSPERITY HARBOR NORTH P.U.D., AS RECORDED IN PLAT BOOK 85, AT PAGE 103, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 00°17'57" WEST ALONG THE EASTERLY LINE OF SAID TRACT V, A DISTANCE OF 157.70 FEET TO THE NORTHEAST CORNER OF SAID TRACT V; THENCE NORTH 88°53'33" WEST ALONG THE NORTHERLY LINE OF SAID TRACT V, A DISTANCE OF 30.01 FEET TO THE NORTHWEST CORNER OF SAID TRACT V; THENCE SOUTH 00°17'57" EAST, ALONG THE WESTERLY LINE OF SAID TRACT V, A DISTANCE OF 157.61 FEET TO THE SOUTHEAST CORNER OF SAID PLAT OF PIRATES COVE; THENCE NORTH 88°43'19" WEST, ALONG THE SOUTHERLY LINE OF SAID PLAT, A DISTANCE OF 659.64 FEET TO THE SOUTHWEST CORNER OF SAID PLAT; THENCE NORTH 0°14'39" EAST, ALONG THE WEST LINE OF SAID PLAT, A DISTANCE OF 208.11 FEET; THENCE NORTH 88°21'48" WEST, A DISTANCE OF 200.06 FEET; THENCE NORTH 0°14'39" EAST, A DISTANCE OF 125.01 FEET; THENCE NORTH 88°22'19" WEST, A DISTANCE OF 23.90 FEET; THENCE NORTH 0°27'03" EAST, A DISTANCE OF 233.17 FEET; THENCE SOUTH 88°23'22" EAST, A DISTANCE OF 223.12 FEET TO A POINT ON THE WEST LINE OF SAID PLAT OF PIRATES COVE; THENCE NORTH 0°14'39" EAST ALONG THE WEST LINE OF SAID PLAT, A DISTANCE OF 104.43 FEET TO THE NORTHWEST CORNER OF SAID PLAT; THENCE SOUTH 88°48'26" EAST ALONG THE NORTH LINE OF SAID PLAT, A DISTANCE OF 326.63 FEET TO A POINT ON THE WEST LINE OF SAID PLAT; THENCE NORTH 0°01'39' WEST ALONG SAID WEST LINE, A DISTANCE OF 386.30 TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 30.558 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

2. THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 1990 ADJUSTMENT. THE BEARINGS SHOWN HEREON ARE BASED ON A WESTERLY LINE OF THE "PLAT OF PIRATES COVE", AS RECORDED IN PLAT BOOK 25, PAGE 197 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF N0°01'39"W.

LEGEND:

PB = Plat Book
PG = Page
POB = Point Of Beginning
POC = Point Of Commencement

BY: _____ DATE: _____

ERIC R. MATTHEWS, PSM
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 6717

(NOT A SURVEY–DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH ANNEXATION SKETCHES	TASK: AREA 3A

PREPARED BY:

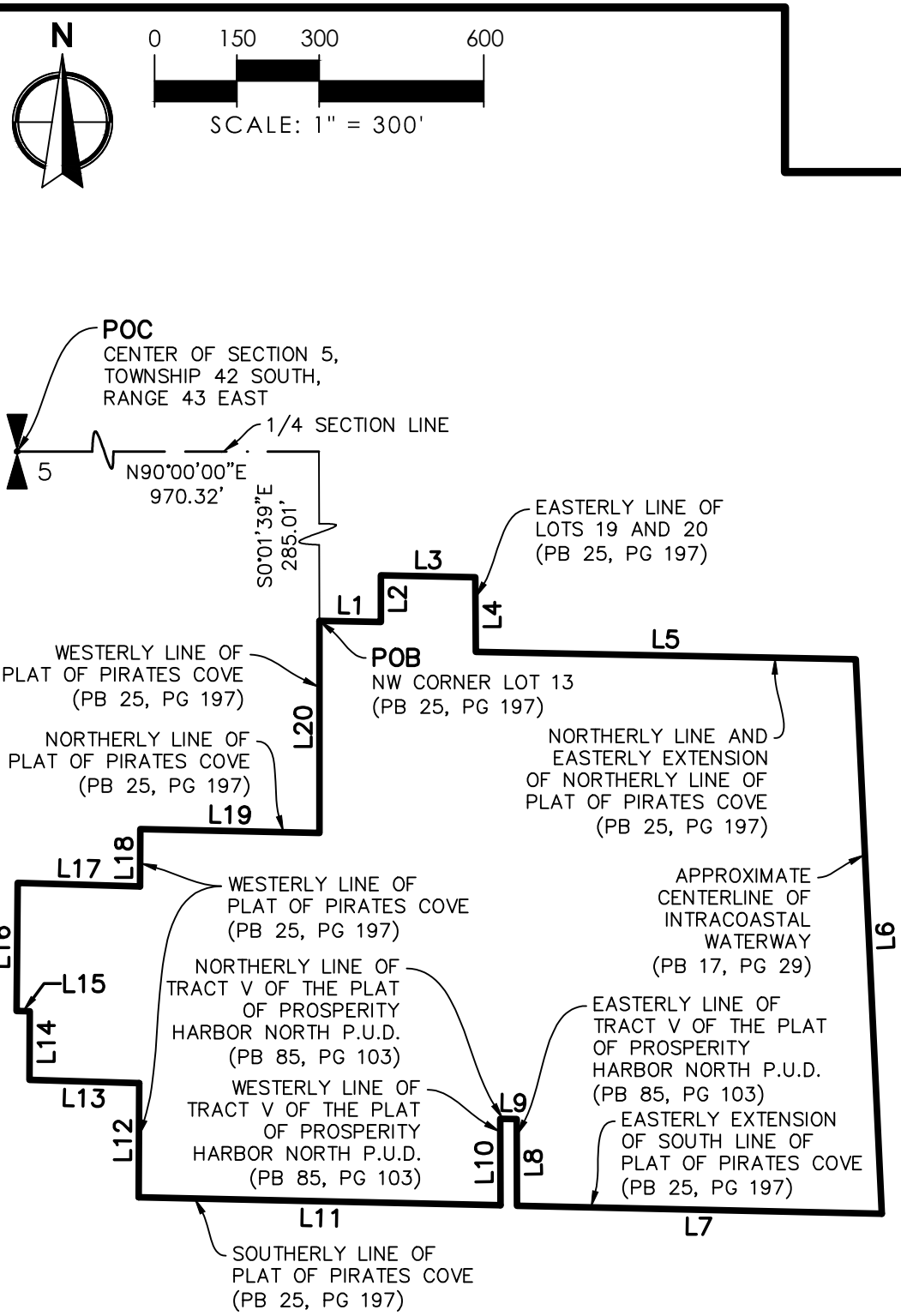
WGI™

2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055

CAD	AREA 3A.DWG
DRAWN/DESIGNED	LMS
CHECKED/QC	ERM
JOB NO.	9829.01
DATE	11/08/2023

SHEET: 1 of 2

Alex Landry P:\9800\9829.01 NPB Annexation\SURVEY\Drawings\Survey\AREA 3A.dwg ---- Plotted: 11/9/2023 8:42:20 AM Saved: 11/8/2023 2:47:13 PM



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	112.02'	S88°53'33"E
L2	85.02'	N0°01'39"W
L3	172.33'	S88°53'33"E
L4	135.94'	S0°17'57"E
L5	692.90'	S88°53'33"E
L6	1011.83'	S2°40'20"E
L7	664.83'	N88°43'19"W
L8	157.70'	N0°17'57"W
L9	30.01'	N88°53'33"W
L10	157.61'	S0°17'57"E
L11	659.64'	N88°43'19"W
L12	208.11'	N0°14'39"E
L13	200.06'	N88°21'48"W
L14	125.01'	N0°14'39"E
L15	23.90'	N88°22'19"W
L16	233.17'	N0°27'03"E
L17	223.12'	S88°23'22"E
L18	104.43'	N0°14'39"E
L19	326.63'	S88°48'26"E
L20	386.30'	N0°01'39"W

(NOT A SURVEY–DESCRIPTION AND SKETCH ONLY)

PROJECT: NORTH PALM BEACH ANNEXATION SKETCHES

TASK: AREA 3A

PREPARED BY:

WGI™

2035 Vista Parkway, West Palm Beach, FL 33411
Phone No. 866.909.2220 www.wginc.com
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CAD AREA 3A.DWG
DRAWN/DESIGNED LMS
CHECKED/QC ERM
JOB NO. 9829.01
DATE 11/08/2023

SHEET: 2 of 2

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VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: December 14, 2023

SUBJECT: **RESOLUTION** – Approving a minor amendment to the Memory Care Commercial Planned Unit Development for the installation of an aluminum canopy within the outdoor plaza of the commercial outparcel building, the installation of five (5) chimney stacks to penetrate the existing roof to accommodate three (3) wood fire ovens and two (2) fryers, and the installation of a 42 square foot wall sign on the east façade at 635 U.S. Highway One.

Background

Approved in 2017, the subject 6,000 square foot building reserved for restaurant/retail/office use lies within the commercial outparcel within the previously approved Commercial PUD (CPUD) in conjunction with the adjacent 37,404 square foot Memory Care facility. Construction of the subject building was completed 2022; however, all applicable permits have been applied for in preparation of the future tenant, Desano Pizzeria, occupying the northern most tenant space. A series of five (5) waivers have been approved by Village Council as part of the final CPUD approval, which are as follows:

A. A waiver from Section 27- 64 of the Village Code of Ordinances to eliminate trees required for the north buffer spaced at one (1) for every seventy- five (75) lineal feet of landscape buffer. No trees shall be planted within the north landscape buffer adjacent to the courtyard (spacing requirements will be modified as depicted on the Landscape Plan).

B. A waiver from Section 45- 32(E)7 of the Village Code of Ordinances to provide a total of seventy- eight (78) parking spaces where one hundred and fifty (150) parking spaces are required.

C. A waiver from Section 45- 36(D) of the Village Code of Ordinances to provide for a wall eight (8) feet in height adjacent to the outdoor courtyard. The Code limits the height of walls and fences to six (6) feet.

D. A waiver from Section 45- 32(D) of the Village Code of Ordinances to allow for a front setback of ten (10) feet for placement of the commercial outparcel building. The Code requires a front setback of fifty (50) feet.

Pursuant to Ordinance No. 2017-07, the Village Council may approve minor modifications to the CPUD by resolution without the necessity of review by the Planning Commission. It should be noted that this request meets all applicable standards set forth in the Ordinance to be deemed a minor modification.

The subject +/-0.27-acre parcel is located on the west side of US Highway 1, south of Lighthouse Drive and north of Ebbtide Drive. The subject parcel is within the C-MU (Commercial Mixed-Use) zoning district and has a future land use designation of C (Commercial). The property address is 635 U.S. Highway One.

The applicant is proposing to install a 27'x40' canopy over an existing outdoor seating area, add furniture, install a wall sign on the east façade, and install five (5) chimney stacks to accommodate three (3) wood fire ovens and two (2) fryers.

Patio Seating Area

The applicant is seeking approval from the Village Council to install an outdoor covering measuring approximately 27 feet by 40 feet. The purpose of the covering is to protect the outdoor seating and bar area from inclement weather. The canopy will be made of aluminum columns, covered with a fixed aluminum roof. The proposal includes adding tables with individual seats under the canopy, in addition to the previously approved (6) bar seats. The outdoor area will comply with the Village Code as it relates to hours of operation, it will close at 10:30 p.m. from Monday to Thursday and at 11:00 p.m. from Friday to Sunday. No extra employees will be required to accommodate this proposal, and the existing employees will serve both the interior and exterior. However, due to the proposed number of seats and the allocation of three (3) spaces for carryout, nine (9) additional parking spaces are required. The applicant has provided a shared parking agreement for ten (10) parking spaces, which will be effective for one (1) year. A condition of approval will be requested to extend the shared parking agreement as long as there is the same number of outdoor seats.

Signage

Proposed is a 42 square foot internally lit wall sign with black background and white lettering on the east facade facing U.S. Highway One. The sign is permitted and complies with the Village's regulations.

Chimney Stacks

The applicant is proposing the installation of five (5) chimney stacks to accommodate the wood fire stoves and fryers in the restaurant. This is a necessary requirement for the operation of the stoves and fryers, and is crucial to the production of Desano Pizzeria's products. The proposal requires five (5) roof penetrations, and the stacks are expected to be approximately five (5) feet above the roof line. To minimize the visual impact of the stacks, the applicant will ensure that the color matches the color of the roof.

Legal Review

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

Fiscal Impacts
N/A

Recommendation:

Village Staff recommends Village Council consideration and approval of the attached Resolution.

RESOLUTION 2023-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A MINOR AMENDMENT TO THE MEMORY CARE COMMERCIAL PLANNED UNIT DEVELOPMENT FOR THE INSTALLATION OF AN ALUMINUM CANOPY OVER THE OUTDOOR SEATING AREA, THE INSTALLATION OF FIVE CHIMNEY STACKS, AND THE INSTALLATION OF A WALL SIGN ON THE EAST FAÇADE OF THE COMMERCIAL OUTPARCEL BUILDING; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the enactment of Ordinance No. 2017-07 on June 22, 2017 ("PUD Ordinance"), the Village Council approved a Commercial Planned Unit Development on the west side of U.S. Highway One north of Ebbtide Drive and south of Lighthouse Drive known as the Memory Care PUD ("PUD"); and

WHEREAS, Section 7 of the PUD Ordinance provides that the Village Council may approve minor modifications to the PUD by resolution without the necessity of review by the Planning Commission, advertisement, or public hearing; and

WHEREAS, the property owner, ASL NPB, LLC, and the applicant, Desano – North Palm Beach LLC, are requesting the following modifications to the 6,000 square foot commercial outparcel building: installation of an aluminum canopy over the existing outdoor seating area (with furniture); installation of a wall sign on the east façade facing U.S. Highway One; and the installation of five (5) chimney stacks to accommodate three wood fire ovens and two fryers; and

WHEREAS, the Village Council determines that the request meets the definition of a minor amendment to the PUD and that the adoption of this Resolution is in the best interests of the Village and its residents.

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

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

Section 2. As authorized by Section 7 of Ordinance No. 2017-07, the Village Council hereby approves a minor modification to the Memory Care Commercial Planned Unit Development to allow the installation of the following improvements to the commercial outparcel building: a 27-foot by 40-foot aluminum canopy over the outdoor seating area (including tables and individual seats); a 42 square foot internally lit wall sign on the eastern façade; and five (5) chimney stacks to accommodate the wood fire stoves and fryers approximately five (5) feet above the roof line. These improvements shall be constructed in accordance with the following plans:

A. Building Elevation sheet created by Cotleur & Hearing and stamp-dated November 27, 2023;

B. Signage Elevation sheet created by Cotleur & Hearing stamp-dated November 27, 2023;

C. Lancaster Table and Seating details (4 pages) stamp-dated November 27, 2023;

D. Harvard Jolly sketches (3 pages) stamp-dated November 27, 2023;

E. Site Plan created by Urban Design Kilday Studios stamp-dated November 27, 2023;

F. Moderno patio cover details (4 pages) dated October 12, 2023;

G. Kitchen Roof Plan and Kitchen Plan and Section View (2 Pages) by Advanced Hood Systems stamp-dated November 27, 2023; and

Section 3. The Village Council's approval of the minor modification is subject to the following conditions (any violation of this approval shall be subject to Section 6 of the PUD Ordinance or as set forth below):

A. The Applicant is limited to forty-six (46) seats located in the outdoor bar seating area. A minor amendment to the PUD shall be required to increase the number of seats.

B. The applicant shall revise the fire alarm drawings prior to issuance of a building permit to reflect the need for a fire alarm system.

C. The restaurant shall not exceed an occupancy load of one hundred and fifty (150) persons.

D. The Applicant shall require truck deliveries to occur prior to opening of the restaurant or after the closing of the restaurant in order to use the proposed loading space as depicted on the Site Plan.

E. Parking spaces must remain open to members of the general public at all times except for the three (3) dedicated carryout parking spaces.

F. A sign building permit is required for the proposed wall sign.

G. The Village acknowledges receipt of a shared parking agreement with Om Shri Investment LLC for ten (10) parking spaces which is valid for one (1) year only. If the lease is terminated or not renewed, the Applicant shall reduce the number of seats to conform to the existing parking on site.

H. The Site Plan shall be revised as necessary to reflect all conditions of approval and resubmitted prior to the issuance of building permits.

I. Non-compliance with any of the conditions of approval will result in withholding of the issuance of building permits or a Certificate of Occupancy.

J. All advertisements and legal addresses on insurance policies and business correspondence shall clearly state that the project is located within the Village of North Palm Beach.

Section 4. To the extent not expressly modified herein, all other elements of the approved PUD, as previously amended, shall remain in full force and effect.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

COMMUNITY DEVELOPMENT DEPARTMENT REPORT AND RECOMMENDATION

Subject/Agenda Item:
PUD-2023-004 635 US Highway 1
Consideration of Approval: The property owner, ASL NPB, LLC, and the lessee, Desano – North Palm Beach, LLC, have requested a minor modification to an existing Commercial Planned Unit Development (PUD). The modification includes the installation of an aluminum canopy within the outdoor plaza to accommodate the previously approved outdoor seating area, installation of five (5) chimney stacks to penetrate the existing roof to accommodate three (3) wood fire ovens and two (2) fryers, and installation of a 42 square foot wall sign on the east façade at 635 U.S. Highway One.

[X] Recommendation to APPROVE
[ ] Recommendation to DENY

[X] Quasi-Judicial
[ ] Legislative
[ ] Public Hearing

Originating Department: **Planning & Zoning** Project Manager _____ Caryn Gardner-Young, AICP	**Reviewed By:** Community Development Director _____ Caryn Gardner-Young, AICP
Attachments: • Building Elevation sheet created by Cotleur & Hearing and stamp-dated November 27, 2023 • Signage Elevation sheet created by Cotleur & Hearing stamp-dated November 27, 2023 • Lancaster Table and Seating details (4 pages) stamp-dated November 27, 2023 • Harvard Jolly sketches (3 pages) stamp-dated November 27, 2023 • Site Plan created by Urban Design Kilday Studios stamp-dated November 27, 2023 • Moderno patio cover details (4 pages) dated October 12, 2023 • Kitchen Roof Plan and Kitchen Plan and Section View (2 Pages) by Advanced Hood Systems stamp-dated November 27, 2023 • Shared parking agreement with Om Shri Investment dated December 4, 2023	Public Notice: [X] Required [ ] Not Required Dates: Paper: Mailing [X] Required [ ] Not Required Notice Distance: 500’

I. Executive Summary

The applicant is proposing to enhance an existing outdoor seating area by installing a canopy and adding furniture. Also to install a 42 square foot building wall sign on the east façade and five (5) chimney stacks to accommodate three (3) wood fire ovens and two (2) fryers.

II. Site Data

Existing Use:	Vacant
Parcel Control Numbers:	68-43-42-16-34-002-0000
Legal Description:	POETS WALK MEMORY CARE TR B K/A FUTURE DEVELOPMENT
Parcel Size:	.27 acres
Existing Future Land Use Designation:	Commercial
Existing Zoning District:	Commercial – Mixed Use (C-MU)

Table 1: Surrounding Existing Land Use, Future Land Use, Zoning District:

Direction	Existing Land Use	Future Land Use	Zoning District
North	Memory Care	Commercial	Commercial – Mixed Use (C-MU)
South	Atrium Office Condominium	Commercial	Commercial – Mixed Use (C-MU)
East	North Cove Office Building	Commercial	Commercial – Mixed Use (C-MU)
West	Memory Care	Commercial	Commercial – Mixed Use (C-MU)

III. Background

The 6,000 square foot building, which was approved in 2017, is reserved for restaurant, retail, or office use. It is located within the commercial outparcel of the previously approved Commercial PUD (CPUD), along with the adjacent 37,404 square foot Memory Care facility. The construction of the building was completed in 2022, and all necessary permits have been applied for in preparation for Desano Pizzeria to occupy the northernmost tenant space. As part of the final CPUD approval, the Village Council approved a series of five (5) waivers:

A. A waiver from Section 27-64 of the Village Code of Ordinances to remove trees required for the north buffer spaced at one (1) for every seventy-five (75) lineal feet of landscape buffer. No trees shall be planted within the north landscape buffer adjacent to the courtyard (spacing requirements will be modified as depicted on the Landscape Plan).

B. A waiver from Section 45-32(E)7 of the Village Code of Ordinances to provide a total of seventy- eight (78) parking spaces where one hundred and fifty (150) parking spaces are required.

C. A waiver from Section 45- 36(D) of the Village Code of Ordinances to provide for a wall eight (8) feet in height adjacent to the outdoor courtyard. The Code limits the height of walls and fences to six (6) feet.

D. A waiver from Section 45- 32(D) of the Village Code of Ordinances to allow for a front setback of ten (10) feet for placement of the commercial outparcel building. The Code requires a front setback of fifty (50) feet.

In October 2023, the Village Council approved an amendment to the Planned Unit Development (PUD) to allow for an indoor and outdoor bar area on the north façade including a six-seat outdoor seating area.

Pursuant to Ordinance No. 2017-07, the Village Council may approve minor modifications to the CPUD by resolution without the need for review by the Planning Commission. It is important to note that this particular request satisfies all the relevant standards outlined in the Ordinance, which qualifies it as a minor modification.

The parcel belonging to +/-0.27-acre is situated on the west side of U.S. Highway One, between Lighthouse Drive and Ebbtide Drive. The parcel falls under the C-MU (Commercial Mixed-Use Zoning District) as per the Village Zoning map and has a C (Commercial) Future Land Use designation as per the Village Future Land Use map. The address of the property is 635 U.S. Highway One, North Palm Beach, FL 33408.

IV. Applicable Code Provisions:

Section 45.35-1 Planned Unit Development
Section IV Criteria for Appearance D. Building Design

V. Summary of Proposed Site Plan and Appearance Details:

The petitioner's Planned Unit Development Amendment documents consists of:

a. Building Elevation sheet created by Cotleur & Hearing and stamp-dated November 27, 2023;
b. Signage Elevation sheet created by Cotleur & Hearing stamp-dated November 27, 2023;
c. Lancaster Table and Seating details (4 pages) stamp-dated November 27, 2023;
d. Harvard Jolly sketches (3 pages) stamp-dated November 27, 2023;
e. Site Plan created by Urban Design Kilday Studios stamp-dated November 27, 2023;
f. Moderno patio cover details (4 pages) dated October 12, 2023;
g. Kitchen Roof Plan and Kitchen Plan and Section View (2 Pages) by Advanced Hood Systems stamp-dated November 27, 2023; and
h. Shared parking agreement with Om Shri Investment dated December 4, 2023.

VI. Staff Analysis:

The petition is for the approval of Planned Unit Development Amendment. The purpose of this amendment is to install a 27'x40' canopy over an existing outdoor seating area, add furniture to it, install a wall sign on the east façade, and install five (5) chimney stacks to accommodate three (3) wood fire ovens and two (2) fryers.

Patio Seating Area

The applicant is seeking approval from the Village Council to install an outdoor covering measuring approximately 27-foot by 40-foot. The purpose of the covering is to protect the outdoor seating and bar area from inclement weather. The canopy will be made of aluminum columns, covered with a fixed aluminum roof. The proposal includes adding tables with individual seats under the canopy, in addition to the previously approved (6) bar seats. The outdoor area will comply with the Village Code as it relates to hours of operation, it will close at 10:30 p.m. from Monday to Thursday and at 11:00 p.m. from Friday to Sunday. No extra employees will be required to accommodate this proposal, and the existing employees will serve both the interior and exterior. However, due to the proposed number of seats and allocation of three (3) spaces for carryout, nine (9) additional parking spaces are required. The applicant has provided a shared parking agreement for ten (10) parking spaces, which will be effective for one (1) year. A condition of approval will be requested to extend the shared parking agreement as long as there is the same number of outdoor seats.

Signage

Proposed is a 42 square-feet internally lit wall sign with black background and white lettering on the east facade facing US Highway 1. The sign is permitted and complies with the Village's regulations.

Chimney Stacks

The applicant is proposing the installation of five (5) chimney stacks to accommodate the wood fire stoves and fryers in the restaurant. This is a necessary requirement for the operation of the stoves and fryers, and is crucial to the production of Desano Pizzeria's products. The proposal requires five (5) roof penetrations, and the stacks are expected to be approximately five (5) feet above the roof line. To minimize the visual impact of the stacks, the applicant will ensure that their color matches the color of the roof.

Standards and Staff Findings:

Section 45.35-1 Planned Unit Development

1. Harmony:	The proposed use or uses shall be of such location, size and character as to be in harmony with the appropriate and orderly development of the zoning district in which situated and shall not be detrimental to the

orderly development of adjacent zoning districts. **The applicant is not proposing a new use but improving an existing use by completing the outdoor bar area with furniture and a cover. The original approval of the site included an outdoor seating area which is not being affected; consequently, the proposed use is in harmony with the existing approvals and the zoning district.**

2. Traffic/Neighborhood Impacts:

The location and size of the proposed use or uses, the nature and intensity of the principal use and all accessory uses, the site layout and its relation to streets giving access to it, shall be such that traffic to and from the use or uses, and the assembly of persons in connection therewith, will not be hazardous or inconvenient to the neighborhood nor conflict with the normal traffic of the neighborhood. **The applicant is not proposing a new use but improving an existing use by completing the outdoor bar area with furniture and a cover. The original approval of the site included an outdoor seating area so it was expected that an assembly of persons would occur. The area will be buffered and will not conflict with the neighborhood or traffic.**

2. Building Modifications:

The location and height of buildings, the location, nature and height of walls and fences, and the nature and extent of landscaping of the site shall be such that they will not hinder or discourage the proper development and use of adjacent land and buildings nor impair the value thereof. **The applicant is not proposing adding walls, nor adding additional wall height to any building or a fence except as previously approved. Landscaping was approved through the original PUD approval so the outdoor seating area was taken into consideration. The proposed modification will not hinder or discourage the proper development or use of adjacent land and buildings nor impair the value.**

2. Density/Open Space:	The standards of density and required open space in the proposed project are at least equal to those required by this ordinance in the zoning district in which the proposed project is to be located, except as may be permitted for key redevelopment sites through subsection 45-35.1.VIII. **The applicant is not impacting density or open space.**
2. Proposed Uses:	There shall be no uses within the proposed project which are not permitted uses in the zoning district in which the proposed project is to be located. **The applicant is not proposing any changes to the original use, and restaurants are a permitted use in a C-MU Zoning District.**

Section IV Criteria for Appearance D. Building and Sign Design

1. Building Design:	Building colors shall be harmonious, with bright or brilliant colors used only for accent. **The applicant is not proposing to change any of the building colors. The outdoor seating area cover is proposed to be white in color which is the same as the building wall.**
2. Building Design:	Materials shall be selected for suitability to the type of buildings and have the same materials, or those which are architecturally harmonious, used for all building walls and other exteriors building components wholly or partly visible from the public ways and adjoining properties. **The materials used will be suitable for their use since they will be the same existing building materials.**
3. Wall Sign Materials:	Materials used in signs shall have good architectural character and be harmonious with the building design and surrounding landscape. **The request is for a 42 square foot black background with white lettering internally lit wall sign. The building façade color is white. There is no**

	other lettering or signage on the façade. The applicant meets this requirement.
2. Wall Sign Architecture:	Wall signs shall be part of the architectural concept. Size, color, lettering, location, and arrangement shall be harmonious with the building design, and shall be compatible with signs on adjoining buildings. Signs shall have good proportions. **The request is for a 42 square foot black background with white lettering internally lit wall sign. The wall color is white and the sign is located just above the front door so patrons know where to enter. The sign is in proportion to the restaurant space.**
3. Wall Sign Colors:	Colors shall be used harmoniously and with restraint. Excessive brightness and brilliant colors shall be avoided. Lighting shall be harmonious with the design. If external spot or floor lighting is used, it shall be arranged so that the light source is shielded from view. **The request is for a 42 square foot black background with white lettering internally lit wall sign. The building wall color is white so the proposed sign colors are harmonious. There is no proposed use of bright or brilliant colors.**

VII. Staff Recommendation:

Approval of SP-2023-0617 with the following conditions:

1. The most stringent requirements of Exhibit "A" Community Development Department Report and Recommendation dated November 28, 2023, and strict compliance with the Exhibits listed below, which are attached hereto and made part hereof as Exhibit "B"

    a. Building Elevation sheet created by Cotleur & Hearing and stamp-dated November 27, 2023;
    b. Signage Elevation sheet created by Cotleur & Hearing stamp-dated November 27, 2023;
    c. Lancaster Table and Seating details (4 pages) stamp-dated November 27, 2023;
    d. Harvard Jolly sketches (3 pages) stamp-dated November 27, 2023;
    e. Site Plan created by Urban Design Kilday Studios stamp-dated November 27, 2023;
    f. Moderno patio cover details (4 pages) dated October 12, 2023;

g. Kitchen Roof Plan and Kitchen Plan and Section View (2 Pages) by Advanced Hood Systems stamp-dated November 27, 2023; and
h. Shared parking agreement with Om Shri Investment dated December 4, 2023.

2. The applicant is limited to forty-six (46) seats located in the outdoor bar seating area. A PUD Minor Amendment will be required to increase the number of seats. (Planning)

3. The applicant shall revise the fire alarm drawings prior to issuance of a building permit to reflect the need for a fire alarm system. (Fire)

4. The restaurant shall not exceed an occupancy load of one hundred fifty (150). (Fire)

5. The applicant shall require truck deliveries to occur prior to opening of the restaurant or after the closing of the restaurant in order to use the proposed loading space as noted on the Site Plan (Fire and Planning and Zoning)

6. Parking spaces must remain open to the general public at all times except for the three dedicated carryout parking spaces. (Planning and Zoning)

7. A sign building permit is required for the proposed wall sign. (Planning and Zoning)

8. The Village acknowledges receipt of a shared parking agreement with Om Shri Investment LLC for ten (10) parking spaces which is valid for one (1) year only. In the event that the lease is terminated or not renewed, the applicant will need to reduce the number of seats to conform with existing parking on site. (Planning and Zoning)

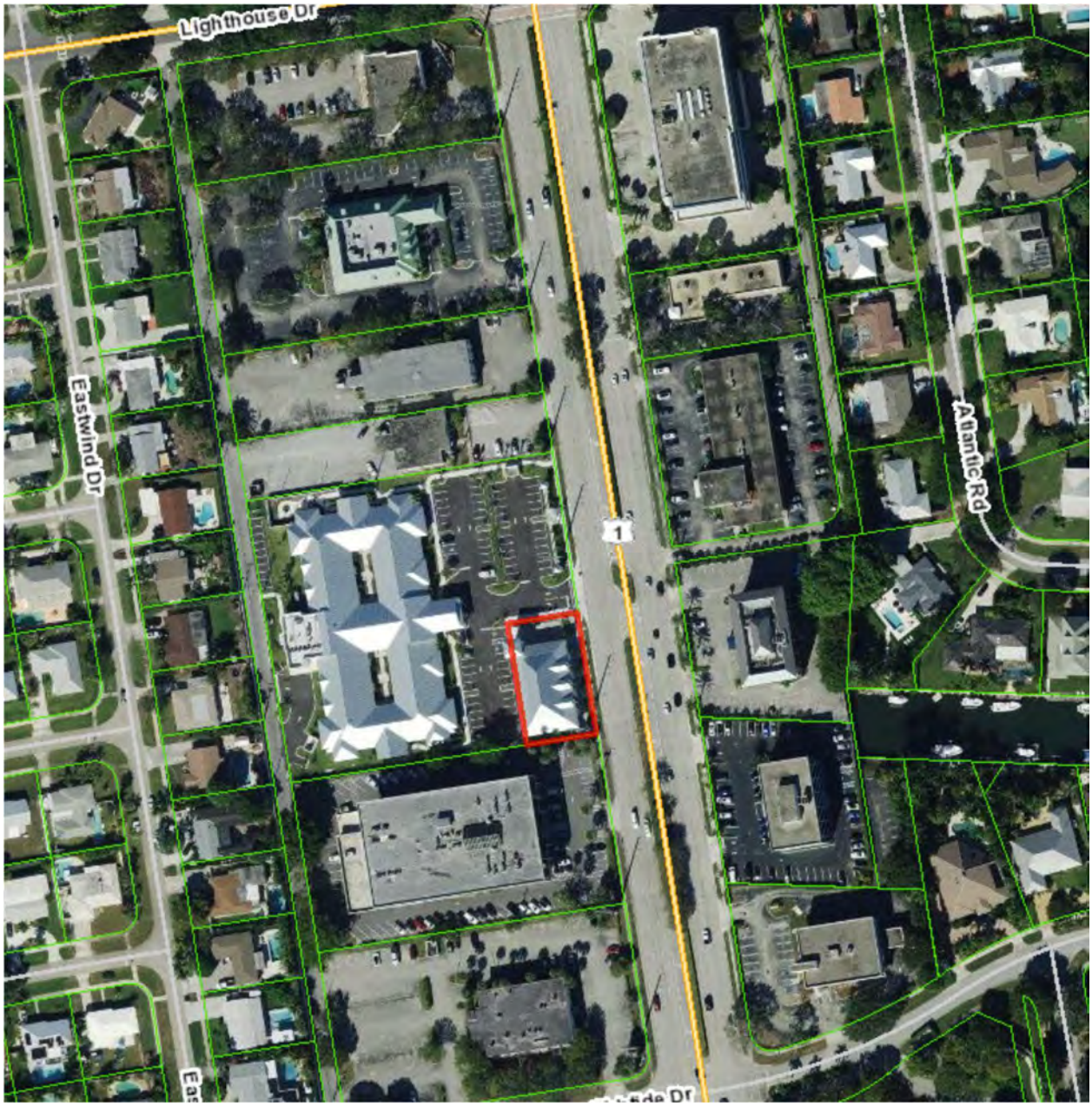
9. The site plan shall be revised as necessary to reflect all conditions of approval and re-submitted prior to the issuance of building permits. (Planning and Zoning)

10. Non-compliance with any of the conditions of approval will result in withholding of the issuance of building permits or a Certificate of Occupancy. (Planning and Building)

11. All advertisements and legal addresses on insurance policies and business correspondence shall clearly state that the project is located within the "Village of North Palm Beach". (Planning and Zoning)

VILLAGE COUNCIL ACTION– December 14, 2023

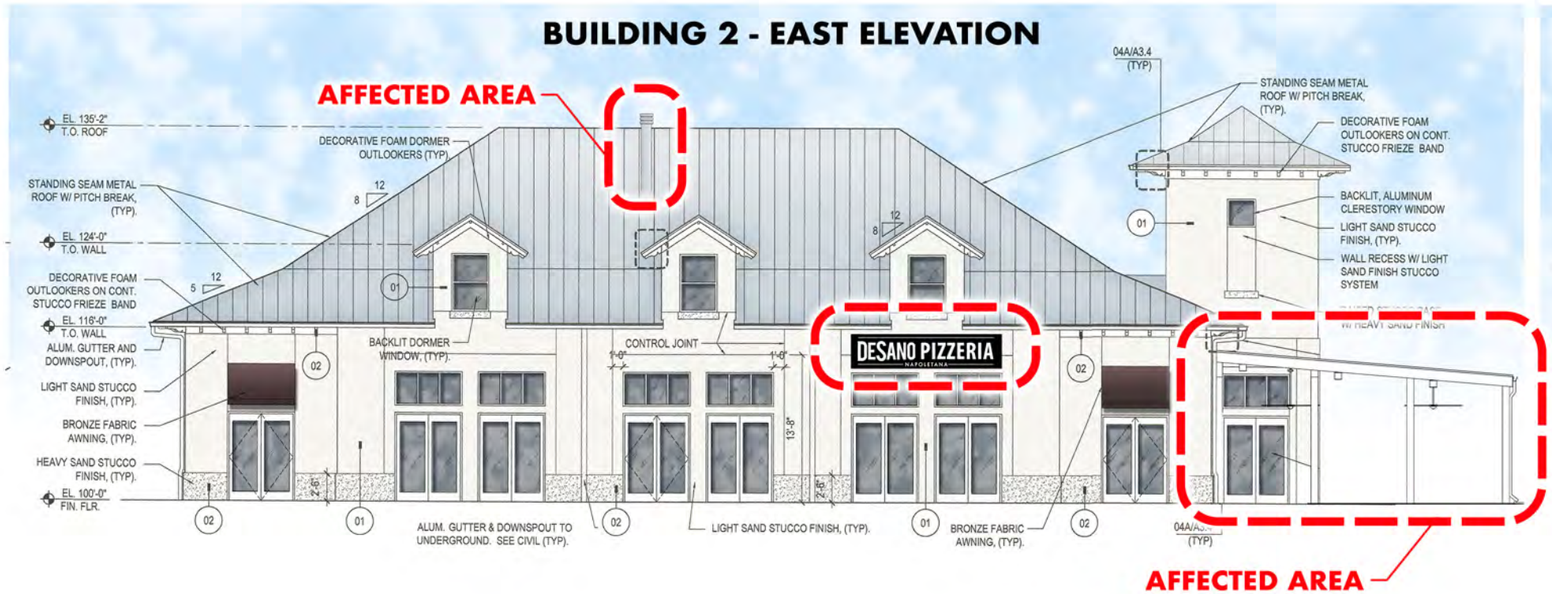
Exhibit B
Location Map

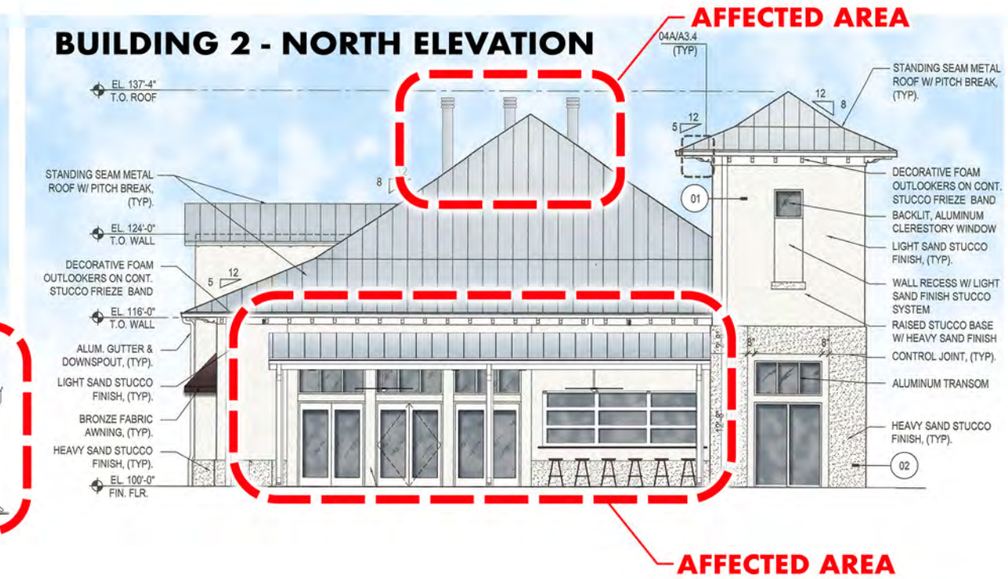


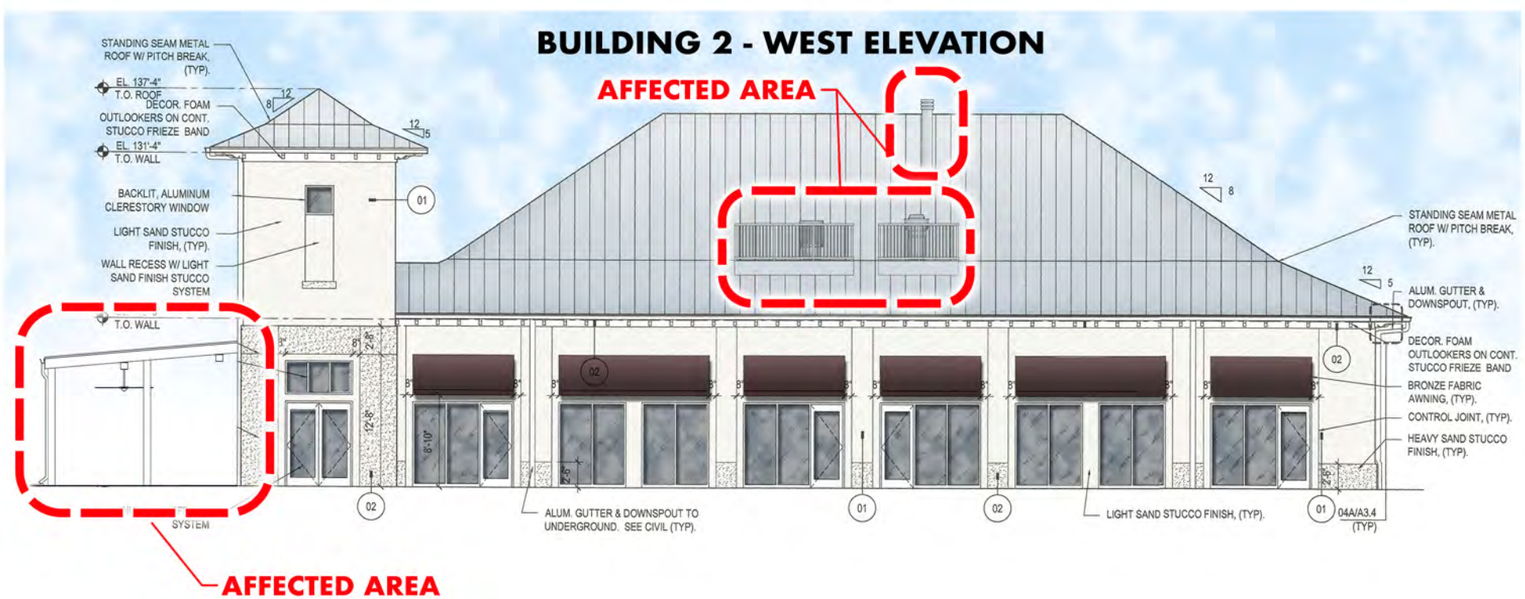
DESANO PIZZERIA

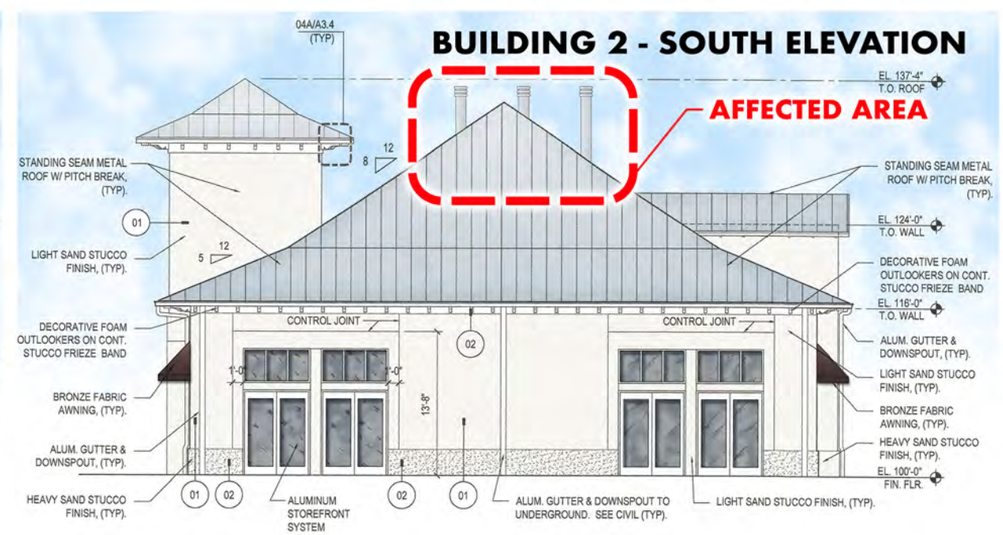
North Palm Beach, Florida

Cotleur & Hearing







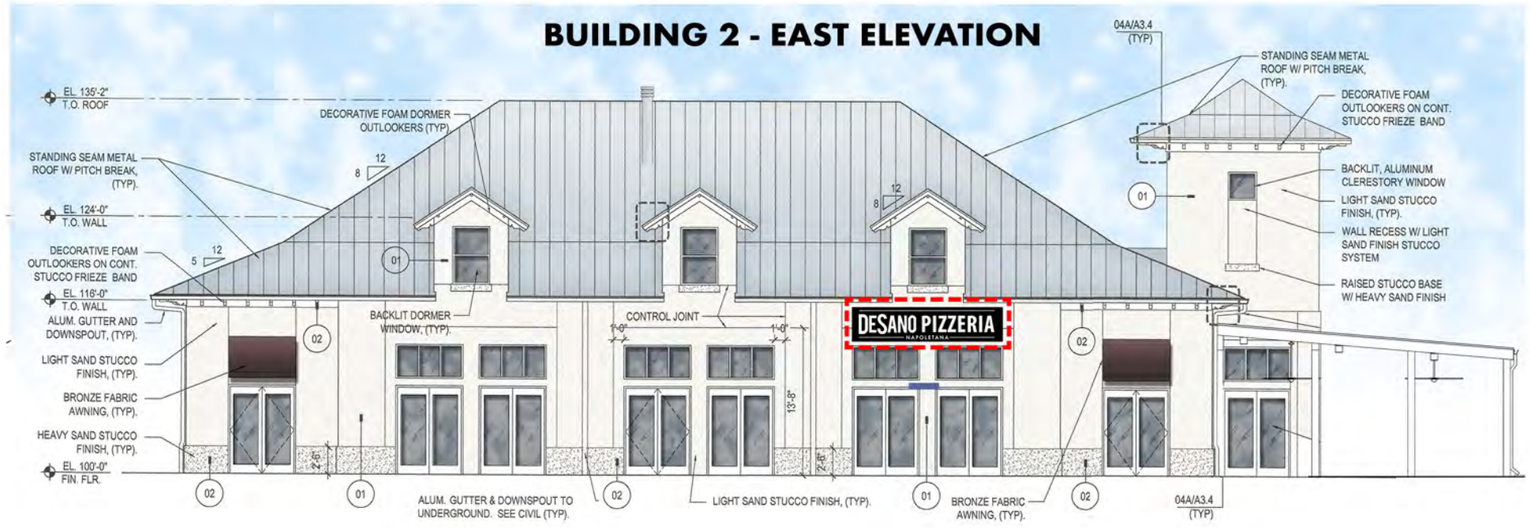


ELEVATIONS

DESANO PIZZERIA

North Palm Beach, Florida

Cotleur & Hearing



14'0"

3'0"

PRIMARY WALL SIGN

14' X 3'

SIGN AREA: 42 SF

SIGNAGE

Lancaster Table & Seating 36" x 36" Silver Powder-Coated Aluminum Dining Height Outdoor Table with Umbrella Hole and 4 Arm Chairs

#4273636DUA4S

Item #: 4273636DUA4S Qty: _____

Project: _____

Approval: _____ Date: _____

Features

- **Made for use on outdoor patios and bar areas**
- **Powder-coated aluminum construction is lightweight, durable, and resistant to corrosion**
- **Smooth surface with silver color creates a bright and lively outdoor atmosphere**
- **UV-resistant finished so that color will not fade over time**
- **Chair has a seating capacity of 300 lb.**

Certifications

Seating Capacity:
4

Technical Data

Length	36 Inches
Width	36 Inches
Height	30 Inches
Seat Length	17 Inches
Seat Width	16 Inches
Height Style	Standard Height
Seat Height	19 Inches
Umbrella Hole Diameter	2 Inches
Arms	With Arms
Chair Weight Capacity	300 lb.

© 2023 Lancaster Table & Seating

Technical Data	
Color	Silver
Features	Umbrella Hole
Finish	UV-finished
Frame Material	Aluminum
Included Chairs	4 Chairs
Shape	Square
Table Seating Capacity	4 Chairs
Tabletop Material	Aluminum
Type	Table / Chair Sets
Usage	Outdoor

Notes & Details

Allow your guests to enjoy the breezy summer weather with this Lancaster Table & Seating 36" x 36" silver powder-coated aluminum dining height outdoor table with umbrella hole and 4 arm chairs! Designed specifically for outdoor use, this combo makes an excellent addition to restaurants, bar patios, and other outdoor entertainment areas such as banquets and luaus. Their lightweight construction allows you to easily move them around your outdoor setting for the best possible view. Your guests will love the opportunity to enjoy the temperate weather with the convenience and comfort of this table!

This table features a pedestal base that allows it to stand firm on your patio. Plus, it features a built-in umbrella hole so you can pair the table with a compatible umbrella (sold separately) to add shade at your restaurant or cafe. The table's dining height is perfect to let guests sit comfortably during their meal, while the chair's armrests create additional comfort. The slotted design allows for excellent airflow to keep guests cool while they dine. Its 300 lb. capacity brings strength and durability to the chair and your presentation.

Both this table and its chairs are made of powder-coated aluminum, which is durable enough to resist weather and corrosion. Their smooth surfaces feature a silver color that's sure to induce a lively atmosphere and complement the warm summer sky. Thanks to its UV-resistant finish, the color won't fade over time when left in the sun for longer periods. Place them on your patio and let your guests enjoy!

⚠ **WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to www.p65warnings.ca.gov.

© 2023 Lancaster Table & Seating

Lancaster Table & Seating Silver Powder Coated Aluminum Outdoor Barstool

#427BALUSDSL

Item #: 427BALUSDSL Qty: _____

Project: _____

Approval: _____ Date: _____

Features

- Made for use on outdoor patios and bar areas
- Powder-coated aluminum construction is lightweight, durable, and resistant to corrosion
- Smooth, shiny silver surface creates a bright and lively outdoor atmosphere
- UV-resistant finish so that color will not fade over time
- Has a seating capacity of up to 300 lb.

Certifications

Stackable

Fully Assembled

Technical Data

Length	17 Inches
Width	16 Inches
Height	41 Inches
Seat Height	30 Inches
Arms	Without Arms
Assembled	Fully Assembled
Back	With Back
Back Color	Silver
Capacity	300 lb.
Color	Silver

© 2023 Lancaster Table & Seating

Technical Data	
Features	Stackable
Frame Material	Aluminum
Padded Seat	Without Padded Seat
Seat Color	Silver
Seat Material	Aluminum
Seat Type	Slat
Type	Stools
Usage	Indoor / Outdoor

Notes & Details

Allow your guests to enjoy the breezy summer weather with this Lancaster Table & Seating silver powder coated aluminum outdoor barstool. Designed specifically for outdoor use, this barstool makes an excellent addition to restaurant and bar patios and other outdoor entertainment areas such as banquets and luaus. It's also lightweight so that you can easily move it around your outdoor setting for the best possible view. Your guests will love the opportunity to enjoy the temperate weather with the convenience and comfort of this stool!

This barstool is made of powder-coated aluminum that's durable enough to resist weather and corrosion. Its smooth surface features a shiny silver color that's sure to match any decor and complement the natural glow of the sun! Thanks to its UV-resistant finish, the color won't fade over time even when left in the sun for longer periods. For your convenience, this stool has a weight capacity of up to 300 lb. It is also stackable for easy storage. Place it on your patio and let your guests enjoy!

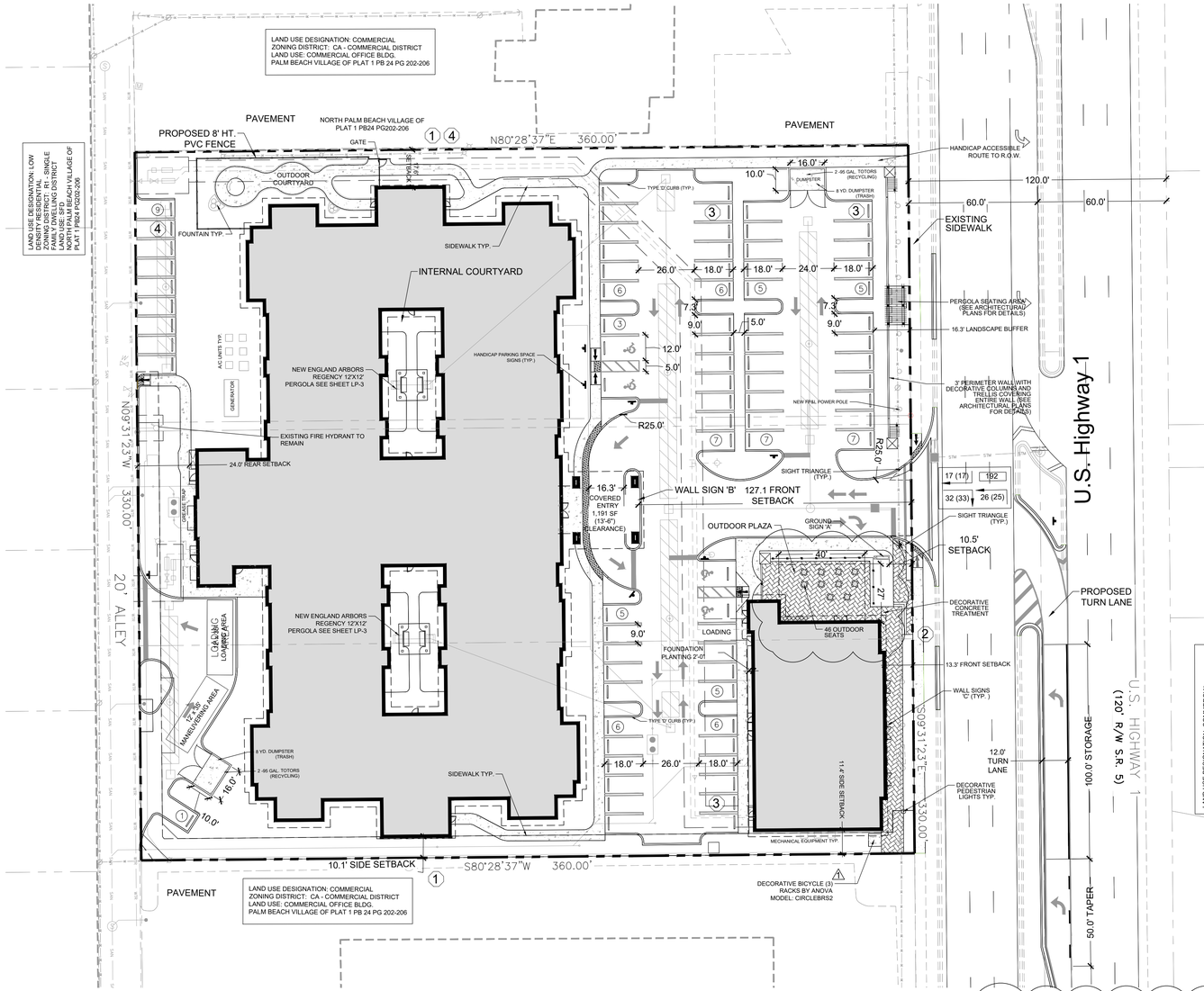
⚠ **WARNING:** This product can expose you to chemicals including lead, which are known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to www.p65warnings.ca.gov.

© 2023 Lancaster Table & Seating

HARVARD • JOLLY | PBK

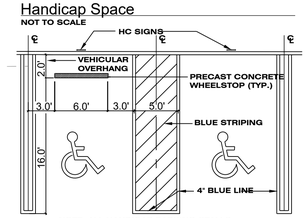
HARVARD • JOLLY | PBK

Poet's Walk
North Palm Beach Commons Memory Care
1
2
3
4
HARVARD • JOLLY | PBK



Handicap Space

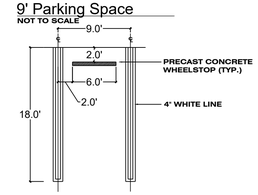
NOT TO SCALE



NOTE: ALL HANDICAP PARKING STALLS SHALL MEET THE FLORIDA ACCESSIBILITY CODE FOR BUILDING

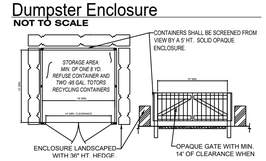
9' Parking Space

NOT TO SCALE



Dumpster Enclosure

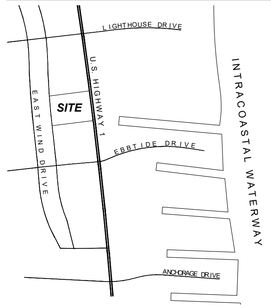
NOT TO SCALE



VINYL FENCE DETAIL:

8' TALL WHITE VINYL FENCE WITH GATE
SPECIFIC MODEL AND DETAILS TO BE PROVIDED AT TIME OF BUILDING PERMIT APPLICATION.

LOCATION MAP:



NORTH

urban design kilday STUDIOS
Urban Planning & Design
Landscape Architecture
Communication Graphics

610 Clematis Street, Suite CU02
West Palm Beach, FL 33401
561.366.1100 FAX 561.366.1111
www.udkstudios.com
#LC000035

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SITE DATA:

APPLICATION NO:	20160425
PROJECT NAME:	NORTH PALM BEACH COMMONS MEMORY CARE
EXISTING LAND USE:	COMMERCIAL
PROPOSED LAND USE:	COMMERCIAL
EXISTING ZONING DISTRICT:	CA - COMMERCIAL DISTRICT
PROPOSED ZONING DISTRICT:	C-1A LIMITED COMMERCIAL DISTRICT COMMERCIAL PUD
SECTION/ TOWNSHIP/ RANGE:	16/42/43
PCN (S):	68-43-42-16-02-009-0030 68-43-42-16-02-009-0040
EXISTING USE:	VACANT
PROPOSED USE(S):	MIXED-USE ASSISTED LIVING FACILITY RESTAURANT/RETAIL/OFFICE
ASSISTED LIVING FACILITY	
BUILDING CLASSIFICATION FOR FIRE CODE:	I-2
TOTAL GROSS LOT AREA:	2.72 AC. (118,788 SF)
GROSS FLOOR AREA ASSISTED LIVING:	37,404 SF
A. RESIDENTIAL COMPONENT - 26,466 SF (71%)	
B. NON-RESIDENTIAL COMPONENT - 10,938 SF (29%)	
GROSS FLOOR AREA RESTAURANT/RETAIL/OFFICE:	6,000 SF
PERVIOUS/IMPERVIOUS AREA:	
IMPERVIOUS:	1.64 AC. (71,596.90 SF)
PERVIOUS:	1.08 AC. (47,191.10 SF)
CONCURRENCY*	

USE: MIXED-USE ASSISTED LIVING FACILITY 37,404 SF (60 ROOMS/72 BEDS)
HIGH TURN OVER SIT DOWN RESTAURANT 6,000 S.F.

** CONCURRENCY IS APPROVED FOR THE ABOVE USES AND AMOUNTS SHOWN ON THIS PLAN.*

TRAFFIC ANALYSIS ZONE (TAZ):	85
BUILDING COVERAGE ALLOWED (MAX. 35%):	41,576 S.F.
BUILDING COVERAGE PROPOSED:	41,576 S.F.
POTENTIAL BUILDING COVERAGE SUBJECT TO FUTURE AMENDMENT *(SEE NOTE 3)*	(36.5%) 43,404 S.F. (+1,828 S.F.)
MAX. BUILDING HEIGHT:	4 STORIES
PROPOSED BUILDING HEIGHT :	1 STORY/24' (MAX. HT. 30')
PARKING REQUIRED ASSISTED IIVING:	66 SPACES
USE : 1 SP. PER UNIT @ 60 UNITS = 60 SPACES	
USE : 1 SP. PER 300 SF ADMIN/SERVICE AREA@ 1,747 SF = 6 SPACES	
PHASE I PARKING PROVIDED:	55 SPACES
PARKING REQUIRED RESTAURANT:	84 SPACES
USE : 1 SP. PER 75 SF OF FLOOR AREA = 80 SPACES	
USE : 1 SP. PER 1.5 EMPLOYEES (6 EMPLOYEES) = 4 SPACES	
PHASE II PARKING REQUIRED:	150 SPACES
PHASE II PARKING PROVIDED:	78 SPACES
(WAIVER REQUESTED)	72 SPACES

HANDICAP PARKING *(SPACES INCLUDED IN TOTAL PARKING PROVIDED ABOVE)*
REQUIRED: 3 SPACES
PROVIDED: 4 SPACES
LOADING:
PROVIDED: 2 SPACE

PROPERTY DEVELOPMENT REGULATIONS:

	MAXIMUM BUILDING COVERAGE	SETBACKS		
		FRONT	SIDE	REAR
REQUIRED	35%	50'	10'	20'
PROVIDED	36.5%*	13.3'/127.1'	10.1' / 16.2'	24'

**SEE NOTE 3*

DEVELOPMENT TEAM:

DEVELOPER:
NPB SENIOR REAL ESTATE LLC
1001 TELECOM DRIVE
BOCA RATON, FL 33431
(561) 981-5252

CIVIL & TRAFFIC ENGINEER:
SIMMONS & WHITE
5601 CORPORATE WAY
SUITE 200
WEST PALM BEACH, FL 33407
(561) 478-7848

LAND PLANNER
& LANDSCAPE ARCHITECT:
URBAN DESIGN KILDAY STUDIOS
610 CLEMATIS STREET
SUITE CU02
WEST PALM BEACH, FL 33401
(561) 366-1100

SURVEYOR:
GEOPOINT
4152 WEST BLUE HERON BLVD.
SUITE 105
RIVIERA BEACH, FL 33404
(561) 444-2720

LIGHTING ENGINEER:
E&C ENGINEERS, INC.
2755 VISTA PARKWAY
SUITE 1-3
WEST PALM BEACH, FL 33411
(561) 712-1149

NOTES

1. SITE PLAN BASED ON A SURVEY PREPARED BY GEOPOINT SURVEYING, INC., JANUARY 29, 2016.
2. ALL UTILITIES TO BE UNDERGROUND SEC. 45-36(G.).
3. IF VILLAGE ADOPTS A COMPREHENSIVE PLAN AMENDMENT THAT INCREASES THE LOT/BUILDING COVERAGE ABOVE 35%, THE ADDITIONAL SQUARE FOOTAGE DEPICTED ON THE SITE PLAN MAY BE CONSTRUCTED VIA THE APPROVAL OF A MINOR SITE PLAN AMENDMENT OR A STAFF LEVEL REVIEW, IF PERMITTED BY THE ZONING CODE IN PLACE AT THE TIME.

WAIVERS REQUESTED:

Waiver	Code Section	Requirement	Proposed	Waiver	Justificatior
1.	Section 2764 -One (1) tree provided for each seventyfive (75) lineal feet of landscape buffer or fractional part thereof adjacent to the south and north property lines.	A total of Five (5) trees provided (spaced) every 75 lineal feet of landscape buffer(360LF/ 75 ft. O.C.= 5 trees)	A total of five (5) trees spaced ranging from 14 to 142 linear feet along the north buffer and 52 to 128 linear feet along the south buffer.	Trees spacing ranging from 14 to 142 linear feet along the north buffer and 52 to 128 linear feet along the south buffer.	1. Trees adjacent to outdoor courtyard creates safety and security issues as the residents are prone to climbing 2. Landscape planting areas are limited adjacent to courtyard fence and drainage along north buffer and sewer along south buffer. 3. no reduction of required tree proposed as part of waiver
2.	45-32. D. 1. a. Front yards– For main structures of two (2) stories or less, there shall be a front yard setback of not less than fifty (50) foot feet measured from the street line to the front line of the main building.	Commercial Building-50-foot front setback	Commercial Building- 10-foot-front setback	Front setback– 10 feet (waiver of 40 feet)	1. Setback Waiver for additional6,000 square foot commercial building to support proposed Village Master Plan. Waiver required to comply with current code requirement.
3.	45-32. E.7. – (Assisted Living facility)One (1) Parking Space per for each residential living area or two (2) beds whichever is greater, plus one (1) parking space per 300 SF of administrative and service area. 45-37. E.6- Restaurants, one (1) space for each seventyfive (75) square feet of floor area devoted to patron use, or one (1) space per three (3) fixed seats, whichever is greater, and one (1) space for each one and onehalf (1-1/2) projected employees who would actually work during peak employment hours.	66 Parking Spaces 84 ParkingSpaces (1 space per 75 SF & 1.5 space per employee) TOTAL REQUIRED 150 Parking Spaces	55 Parking Spaces 23 parking spaces TOTAL PROVIDED 78 Parking Spaces	72 parking spaces	1. Residents cannot drive vehicles-reduces amount of parking required for use . 2. Maximum number of employees at peak work hour shift is 25 and t I is common for employees to utilize public transportation options which reduces the parking required for the use. 2. Waiver for a ddtional 6,000 square foot commercial building to support proposed Village Master Plan. Waiver required to comply with current code requirement.
4.	45-36. D – Maximum Fence Height Six Feet (6')	Six Feet (6') Max. Ht.	Eight Feet (8') Max. Ht.	Two Feet (2')	Increasing the fence height is necessary to ensure the safety of the residents utilizing outdoor courtyard.

- See justification statement for additional information

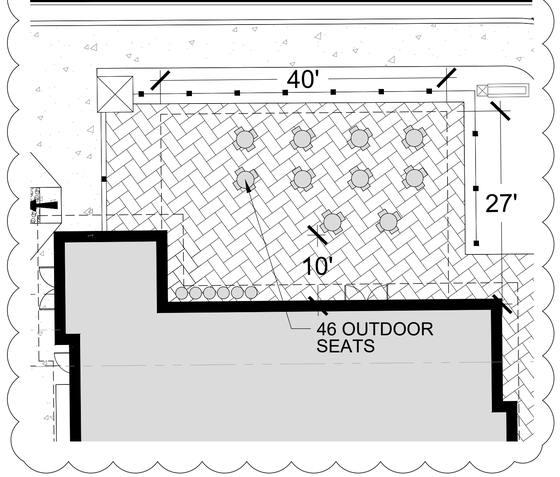
North Palm Beach Commons Memory Care

Breakdown of Residential Building Square Footages

Room Type	Number of beds per room type	Square Footage per room type	Overall Number of beds	Overall Number of rooms	Overall Total Square footage
MC 1	1	320	8	8	2560
MC 1.1	1	320	4	4	1280
MC 2	1	325	4	4	1300
MC 3	1	347	4	4	1388
MC 4	1	299	12	12	3588
MC 5	1	305	4	4	1220
MC 6	2	331	8	4	1324
MC 7	2	370	8	4	1480
MC 8	2	421	8	4	1684
MC 9	1	322	4	4	1288
MC 10	1	232	4	4	928
MC 11	1	352	4	4	1408
Total			72	60	19448 SF

(#) - IDENTIFIES EACH WAIVER LOCATION ON THE SITE PLAN

ARCHITECTURAL PLAZA ENLARGEMENT: 1'=10"



Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants

1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

UPDATED BY COTLEUR & HEARING
09/18/2023

North Palm Beach Commons Memory Care

Village of North Palm Beach, Florida

Conceptual Site Plan

Drawing name: F:\Projects Active\03-2017 Dimeo Pizzeria\CAD_Site and Landscape\1.1 2023_09-20\23-0717 SP.dwg

NORTH

0 15' 30' 60'

Scale: 1" = 30'-0"

Date:	03.07.16
Project No.:	16-001.000
Designed By:	JWB
Drawn By:	JWB
Checked By:	JP/JB/JWB

Revision Dates:

03/07/2016	Submittal
04/22/2016	Resubmittal
12/20/2016	Resubmittal
01/26/2017	Resubmittal
02/08/2017	Resubmittal
02/26/2017	Resubmittal
04/27/2017	Resubmittal
06/01/2017	Respond toTown Comments
11/01/2022	As-Built

SP-1

of 1

EXHAUST DUCT VELOCITY CALCULATIONS
TYPE I GREASE HOOD

TOTAL EXHAUST CFM = 860
VELOCITY = CFM / AREA (FT)
EXHAUST DUCT SIZE = 10"Ø
AREA = R^2 PI/ 144 = 0.55 SQ FT
VELOCITY =
860/ 0.55 SQ FT = 1577 FPM

HVAC DESIGN REQUIRES:	YES	NO
FIRE DAMPER(S)		●
SMOKE DETECTOR(S)		●
FIRE RATED ENCLOSURE	●	
FIRE RATED ROOF/FLOOR CEILING ASSEMBLY		●
FIRE STOPPING		●
SMOKE CONTROL		●

DUCT SIZING NOTE
KITCHEN EXHAUST DUCT HAS BEEN SIZED TO MAINTAIN AN AIR VELOCITY BETWEEN 1500+-1600 FPM PER FMC AND NFPA 96. GREASE EXHAUST DUCT VELOCITY SHALL BE GREATER THAN 500 FPM AND NOT TO EXCEED 2000 FPM. ANY MODIFICATIONS TO THE EXHAUST OR SUPPLY DUCT INCLUDING OFFSETS / TRANSITIONS MUST MAINTAIN THE SAME SQUARE AREA.

A x B = C (SQ AREA)
C ÷ B = A

GENERAL CONSTRUCTION NOTES:
A. METAL STUD WALL WITH DRYWALL OR CONCRETE BOARD TO COMPLY WITH NFPA 96
B. GRIDSTONE OR SIMILAR LAY-IN ACOUSTIC CEILING PANELS WITH DRYWALL & CLEANABLE SURFACE TO COMPLY WITH USDA AND NFPA 96
C. CONCRETE EXTERIOR WALLS WITH CMU AND STEEL REINFORCED STRUCTURE
D. STEEL REINFORCED CONCRETE COLUMN. STEEL JOIST AND METAL ROOF DECK

AIR BALANCE NOTE:
TOTAL HOOD EXHAUST = 860 CFM
TOTAL HOOD SUPPLY = 688 CFM
TOTAL NET DIFFERENCE = 172 CFM

HVAC SYSTEM TO PROVIDE A MINIMUM 172 CFM OF OUTSIDE AIR FOR BALANCED BUILDING PRESSURE

KITCHEN SHALL BE NEGATIVE WITH RESPECT TO ADJACENT AREAS NOT TO EXCEED -0.02" WC.

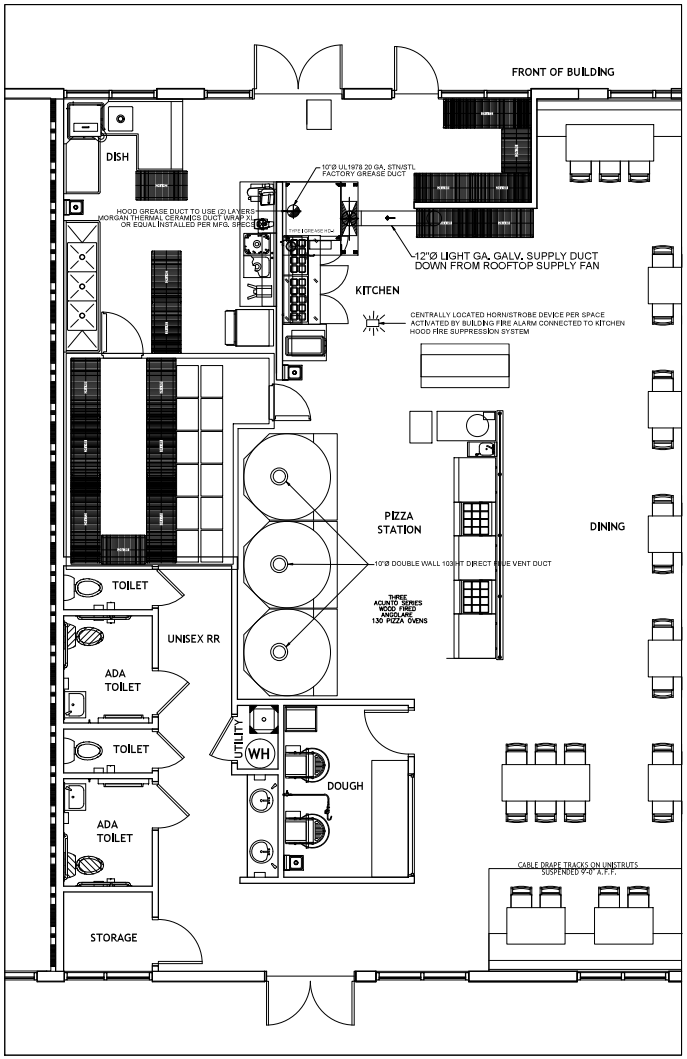
DUCT ROUTING & VENTILATION NOTE:
HOOD SYSTEM IS SINGLE-STORY WITH EXHAUST DUCT AND MAKE-UP AIR DUCT ROUTED UP TO ROOF MOUNT EQUIPMENT ABOVE KITCHEN AREA. INSTALL SHALL COMPLY WITH SEVENTH EDITION 2020 FBC. FMC, 2017 NFPA 96

COMBUSTIBLE BUILDING MATERIALS NOTE
NO BUILDING COMBUSTIBLES SHALL BE WITHIN 18" OF COOKING EQUIPMENT, KITCHEN EXHAUST DUCT, EXHAUST FCU, EXHAUST FAN, OR KITCHEN HOOD OR WITHIN 3" OF LIMITED COMBUSTIBLES PER NFPA 96.

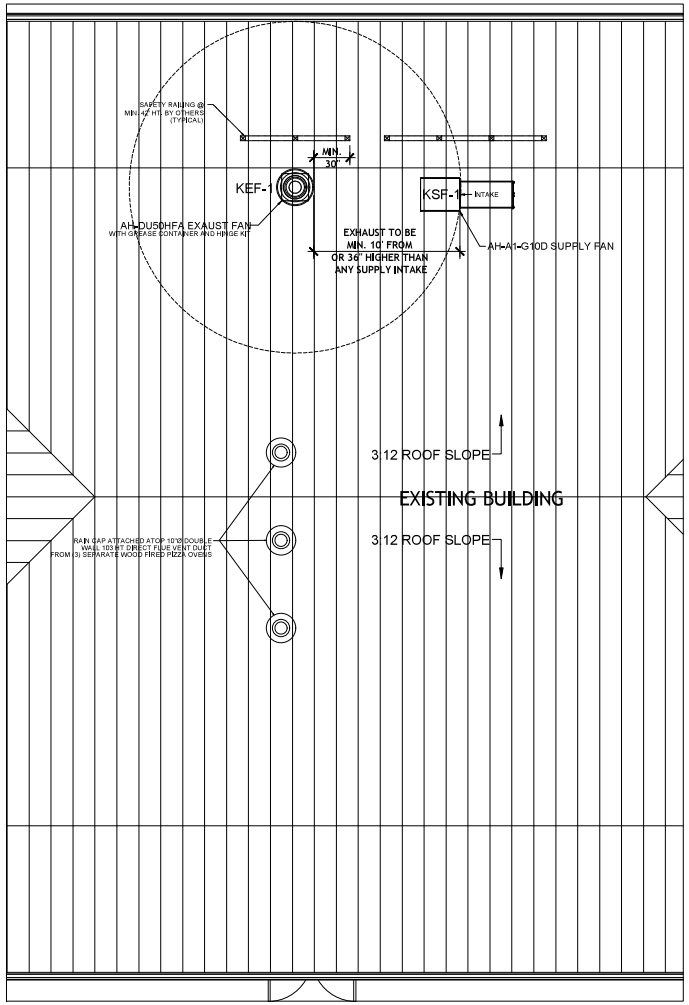
GREASE EXHAUST DUCT INSULATION NOTE
ENTIRE TYPE I EXHAUST DUCT SHALL BE INSULATED IN TWO LAYERS OF MORGAN THERMAL CERAMICS PYROSCAT DUCT WRAP OR FAST WRAP XL OR SIMILAR GREASE DUCT ENCLOSURE PER ASTM E2336 AND 2020 FMC 506.3.11.

GENERAL NOTES:
1. DRAWINGS ARE DIAGRAMMATICAL IN NATURE: DO NOT SCALE FOR EXACT LOCATIONS. THESE DRAWINGS REPRESENT EXISTING CONDITIONS BASED ON PREVIOUS DRAWINGS AND SITE OBSERVATIONS. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL ACTUAL CONDITIONS.
2. ELECTRICAL HOOK-UP TO MOTOR CONTROLS, MOTOR DISCONNECT, FAN SWITCHES, RELAYS, FINAL TERMINATION, ROTATION VERIFICATION, ETC. SHALL ALL BE DONE BY OTHERS (STATE LICENSED E.C.)
3. FIRE CHASE BY OTHERS IF IT SHALL BE REQUIRED, ANY REQUIRED ACCESS DOORS IN SUCH RATED FIRE CHASE SHALL BE PROVIDED AND INSTALLED BY OTHERS.
4. WRITTEN MEASUREMENTS HAVE PRECEDENCE OVER SCALE.
5. PROVIDE CLEANOUTS IN GREASE EXHAUST DUCT AS INDICATED TO ALLOW CLEANING AT ALL BENDS AND HORIZONTAL RUNS.
6. GREASE EXHAUST DUCT SHALL BE MIN. 16 GA. CARBON STEEL WITH OR WITHOUT GALVANIZED ZINC COATING OR MIN. 18 GA. 3-SERIES STAINLESS-STEEL.
7. GREASE EXHAUST DUCT SEAMS AND JOINTS SHALL HAVE A LIQUID TIGHT CONTINUOUS EXTERNAL WELD OR A LISTED UL 1978 FACTORY BUILT "BOLT-TOGETHER" DUCT CAN ALTERNATIVELY BE USED AND INSTALLED PER MANUFACTURER.
8. INTERNAL WELDING OF GREASE EXHAUST DUCT OR CONNECTIONS SHALL BE PERMITTED, PROVIDED THE JOINT IS FORMED OR GROUND SMOOTH AND ACCESSIBLE FOR INSPECTION.
9. HORIZONTAL GREASE EXHAUST DUCT SHALL SLOPE BACK TO HOOD ONE QUARTER UNIT VERTICALLY FOR EVERY TWELVE UNITS HORIZONTAL AT A MINIMUM. CHECK WITH LOCAL CODE AND FOR LONG HORIZONTAL RUNS EXCEEDING 75 FEET.
10. GREASE EXHAUST DUCT INSTALLATION SHALL NOT CREATE A GREASE TRAP OR OBSTRUCTION IN FLOW OF MORE THAN ONE QUARTER INCH.
11. GREASE EXHAUST DUCT CHANGE IN DIRECTION SHALL HAVE A MIN. 3" RADIUS THROAT AND CORRESPONDING RADIUS CHEEK AS SHOWN. NO TURNING VANES, NON-LISTED VOLUME DAMPERS, OR FIRE DAMPERS SHALL OBSTRUCT THE FLOW OF GREASE LADEN AIR.
12. COOKING EQUIPMENT, TYPE I HOOD AND GREASE EXHAUST DUCT TO BE PROTECTED FROM COMBUSTIBLES PER NFPA 96 (2017) AND LOCAL CODE.
13. MUA DUCT SHALL BE MIN. 24 GA. CARBON STEEL GALVANIZED ZINC COATING WITH PITTSBURGH SEAM, OR MIN. 26 GA. GALV. SNAP-LOCK PIPE, CONSTRUCTED PER ASHRAE & SMACNA STANDARDS, AND SEALED TO PREVENT LEAKAGE.
14. CONDITIONED MUA DUCT WHICH CONTAINS TEMPERED AIR OR IS INSTALLED IN SUCH A PLACE WHERE THE SUPPLYING AIR IS BELOW THE DEW POINT TEMPERATURE, THEN A MINIMUM R-6 INSULATION SHALL BE USED IN UNCONDITIONED SPACES AND MINIMUM R-12 INSULATION WHERE THE DUCT IS LOCATED OUTSIDE THE BUILDING PER ASHRAE 90.1 AND IECC.
15. MANUAL VOLUME DAMPERS SHALL BE INSTALLED IN ALL SUPPLY BRANCH DUCTS AS CLOSE TO MAIN DUCT AS POSSIBLE AND WITHIN ACCESS, EXCEPTION: WITHIN 3 FEET OF MUA COLLAR WITH OBD.
16. SUPPLY AIR CHANGE IN DIRECTION SHALL HAVE MIN. 6" RADIUS THROAT AND CORRESPONDING RADIUS CHEEK AS SHOWN. ANY SQUARE CHEEK SHALL REQUIRE TURNING VANES.
17. KITCHEN SHALL BE BALANCED TO BE NEGATIVE WITH RESPECT TO ADJACENT AREAS NOT TO EXCEED 0.02" WATER COLUMN.

CAPTIVE AIRE LISTED UL-1978 GREASE DUCT SPECIFICATION
Furnish single-wall, factory built, grease duct for use with Type I kitchen hoods, which conforms to the requirements of NFPA-96.
Factory built grease duct shall be ETL listed to UL-1978 for venting air and grease vapors from commercial cooking operations as described in NFPA-96. The duct wall shall be constructed of .036 thick (20 gauge) type 430 stainless steel and be available in diameters 8" through 24". All supports, fan adapters, hood connections, fittings and expansion joints required to install grease duct shall be included. Roof penetrations shall comply with listed clearance to combustibles, see "Clearance to Combustibles" guide for details. The grease duct will terminate at the fan adapter plate, will be fully welded to the fan adapter plate and the fan adapter plate will be fastened to the curb using a suitably sized fastener provided by others; see page 12 of the "Installation, Operation and Maintenance Manual" for details.
Grease duct joints shall be held together by means of formed vee-clamps and sealed with 3M Fire Barrier 2000+.
Screws used to secure the vee-clamps shall be of the hex-head type with flanged stops and tapered "lead in" threads for easy starting.
Nuts shall be retained by means of a free-floating cage to allow easy alignment.
Single-Wall Grease Duct shall be installed in accordance with the manufacturer's "Installation, Operation and Maintenance Manual", ETL listing and state and local codes.
Grease duct installed outside of the building shall be protected against accidental damage or vandalism.
Support vertically installed grease duct from the building structure using rigid structural supports. Anchor supports to the structure by welding or bolting steel expansion anchors or concrete inserts.
Support horizontally installed grease duct from the building structure using above method or use Duct Mate, Wire Rope & Clutchers, part numbers WR20 & CL20. 1/2" Threaded rod and saddles may also be used for the support of horizontal grease duct.
Fans shall be supported independently from the grease duct sections. Protect grease duct from twisting or movement caused by fan torque or vibration.
Provide listed clean out door assemblies at every change in direction and every 12 ft. on center.
Horizontal runs less than 75 ft. shall be sloped 1/16" per 12"
Horizontal runs more than 75 ft. shall be sloped 3/16" per 12"



PLAN VIEW – KITCHEN VENTILATION
SCALE: 1/4" = 1'-0"

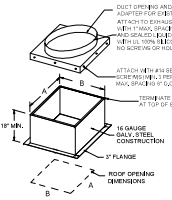


ROOF PLAN – KITCHEN VENTILATION
SCALE: 1/4" = 1'-0"

GRAPHIC SCALE:
0 FEET 2 4 6 8

INSTALLATION SHALL COMPLY WITH NFPA 96 FBC-M – SMACNA ASHRAE – AMCA

HOOD PLAN SHEET:
H-4



TYP. EX. DUCT SLEEVE DETAIL

SEALED DIGITAL SIGNATURE
Printed copies of this document are not considered signed and sealed and the signature must be verified only with the electronic copies.

ROBERT L. FRITZ, P.E.
ADVANCED HOOD SYSTEMS, LLC
FL LICENSE # PE 10000
8474 SW 42 CT.
DAVIE, FL 33328
PHONE: 954-551-4592
EMAIL: rfritz@advancedhood.com

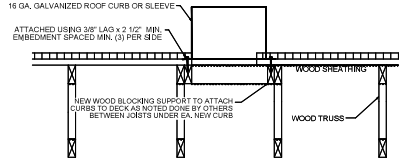
CAPTIVE AIRE HOODS ARE BUILT IN COMPLIANCE WITH
NSF NFPA ETL
NFPA #96
NFPA #17A
NSF
UL710 STANDARDS
ETL LISTED 3054804-001

FOR QUESTIONS
PLEASE CONTACT
ADVANCED HOOD SYSTEMS
12350 VILLES ROAD
CORAL SPRINGS, FL 33076
PHONE: (954) 551-4370 or (954) 937-0296
REG140@CAPTIVEAIRE.COM

ROBERT L. FRITZ
LICENSE
No. 0050003
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE:

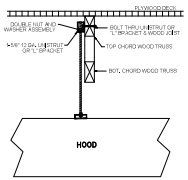
ADVANCED HOOD SYSTEMS

JOB	DESANO PIZZA		
LOCATION	839 US HIGHWAY 1, NORTH PALM BEACH, FL		
DATE	04/04/2023	JOB #	5363822
DWG #	1454	DRAWN BY	markuk
REV.		SCALE	1/4" = 1'-0"

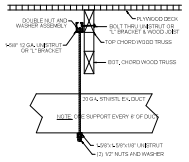


TYPICAL LAG MOUNTING DETAIL

HOOD HANGING DETAIL

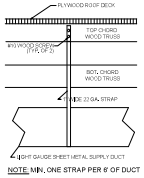


EXHAUST DUCT HANGING DETAIL

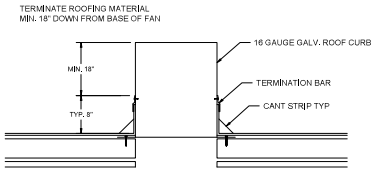


NOTE: FACTORY DUCT MAY INSTEAD USE DUCT HANGER SUPPORT DESIGNED BY MANUFACTURER

MUA DUCT STRAP DETAIL

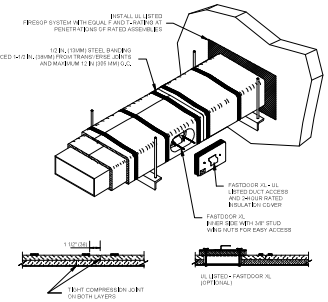


NOTE: MIN. ONE STRAP PER 8' OF DUCT



EX CURB ROOFING MATERIAL DETAIL

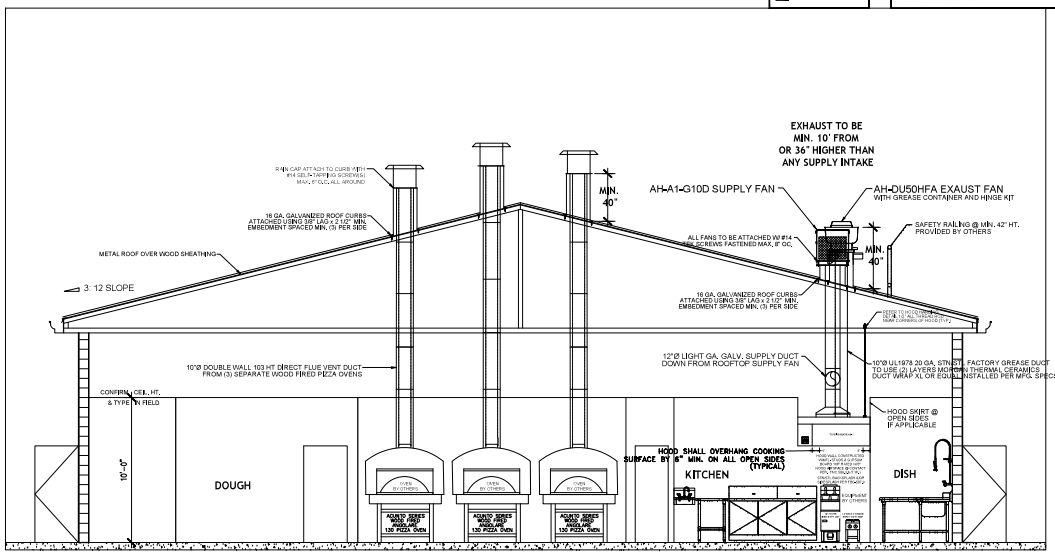
1. THERMAL CERAMICS FIREMASTER FASTWRAP XL OR PYROSCAT XL TESTED TO ASTM E2336 AND UL LISTED FOR WRAPPING TO PROVIDE ZERO CLEARANCE TO COMBUSTIBLES AND TO PROVIDE A 1/2HR 2-HOUR ENCLOSURE, THROUGH PENETRATION FIRESTOP SYSTEMS ARE TESTED IN ACCORDANCE WITH ASTM E 814 (UL 1479), ICC-ES APPROVAL PER REPORT ESR 2215 OR ESR 3832.
2. COMPLIANT TO THE FOLLOWING CODES: NFPA 96 INTERNATIONAL MECHANICAL CODES UNIFORM MECHANICAL CODE, CALIFORNIA MECHANICAL CODE
3. INSULATION APPLIED IN TWO LAYERS WITH TIGHT COMPRESSION JOINT ON BOTH LAYERS AT ALL JOINTS.
4. MINIMUM 16 GAUGE CARBON STEEL OR 18 GAGE STAINLESS STEEL RECTANGULAR OR ROUND GREASE EXHAUST DUCT
5. INSTALL UL LISTED AND LOUD TIGHT THERMAL CERAMICS FASTDOOR XL ACCESS DOORS AT ALL CHANGES IN DIRECTION AND AT MINIMUM EVERY 30 FT ON HORIZONTAL RUNS.
6. SUPPORT HANGER SYSTEMS DO NOT NEED TO BE WRAPPED PROVIDED THE HANGER RODS ARE MINIMUM OF 3/8 IN. DIAMETER AND SUPPORTS ARE MINIMUM 2 X 2 X 1/8 IN. STEEL ANGLE OR SIMILAR EQUIVALENT SUPPORT SYSTEM.
7. THERMAL CERAMICS DUCT WRAP SHALL BE INSTALLED DIRECTLY ONTO THE DUCT AND APPLIED FROM THE HOOD CONNECTION TO THE CONNECTION TO THE FAN.
8. THERMAL CERAMICS DUCT ENCLOSURE SYSTEM SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS AND UL LISTINGS.



FIRE-RATED ENCLOSURE FOR GREASE DUCTS PER ASTM E2336

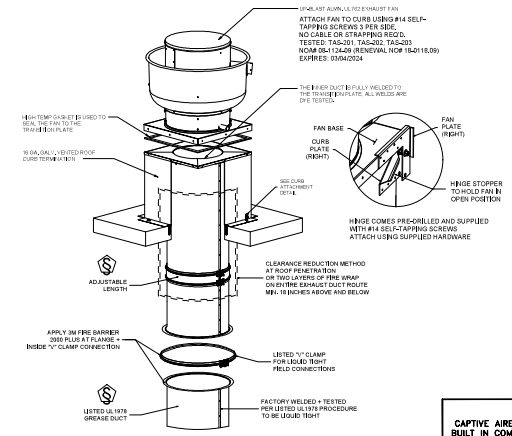
Morgan Thermal Ceramics

ENTIRE TYPE I EXHAUST DUCT SHALL BE INSULATED IN TWO LAYERS OF MORGAN THERMAL CERAMICS PYROSCAT DUCT WRAP OR FAST WRAP XL OR SIMILAR GREASE DUCT ENCLOSURE PER ASTM E2336 AND 2020 FMC 508.3.11.



SECTION VIEW – KITCHEN VENTILATION

SCALE: 1/4" = 1'-0"



GRAPHIC SCALE:

0 FEET 2 4 6 8

INSTALLATION SHALL COMPLY WITH NFPA 96 FBC-M + SMACNA ASHRAE + AMCA

HOOD PLAN

SHEET: H-5

ROOF TOP EQUIPMENT SERVICE:

EQUIPMENT AND APPLIANCES ON ROOFS OR ELEVATED STRUCTURES SHALL COMPLY WITH FMC 306.5

WHERE EQUIPMENT REQUIRING ACCESS ARE LOCATED ON AN ELEVATED STRUCTURE OR ROOF OF A BUILDING SUCH THAT PERSONNEL WILL HAVE TO CLIMB HIGHER THAN 16 FEET ABOVE GRADE TO ACCESS SUCH EQUIPMENT AN INTERIOR OR EXTERIOR MEANS OF ACCESS SHALL BE PROVIDED PER FMC.

SUCH ACCESS SHALL NOT REQUIRE CLIMBING OVER OBSTRUCTIONS GREATER THAN 30 INCHES IN HEIGHT OR WALKING ON ROOFS HAVING A SLOPE GREATER THAN FOUR UNITS VERTICAL IN TWELVE UNITS HORIZONTAL.

ROOF TOP TERMINATIONS FOR TYPE I HOODS:

ROOF TOP EXHAUST TERMINATIONS SHALL DISCHARGE A MINIMUM OF 10 FEET HORIZONTAL FROM ANY BUILDING INTAKES, OPERABLE DOORS OR WINDOWS PER NFPA 96 - 7.8.2. WHERE 10 FEET HORIZONTAL SEPARATION IS NOT POSSIBLE THE EXHAUST FAN DISCHARGE SHALL BE A MINIMUM OF 3 FEET VERTICALLY ABOVE ANY BUILDING INTAKES.

EXHAUST SHALL DISCHARGE A MINIMUM OF 10 FEET FROM PROPERTY LINE PER FMC 501.2.1.

ROOF MOUNTED EQUIPMENT REQUIRING SERVICE SHALL BE INSTALLED A MINIMUM OF 10 FEET FROM ANY EDGE WITHOUT A MINIMUM PARAPET OF 42" HIGH FOR SAFE ACCESS DURING MAINTENANCE / SERVICE PER FMC 306.5. OR A 42" HIGH SAFETY RAILING SHALL BE PROVIDED PER FMC 304.11.

ROOF TOP GREASE EXHAUST SHALL DISCHARGE A MINIMUM OF 40" ABOVE ROOF STRUCTURE AND ABOVE ANY PARAPET WALL OR PARTS OF A BUILDING STRUCTURE, OR A MINIMUM OF 10 FEET HORIZONTAL CLEARANCE FROM SUCH STRUCTURE, OR A MINIMUM OF 5 FEET FROM SUCH STRUCTURE IF IT DISCHARGES AWAY FROM SUCH STRUCTURE PER FMC 506.3.13.1 AND DISCHARGE WILL NOT IMPINGE ON THE ROOF, OTHER EQUIPMENT OR APPLIANCES OR PARTS OF STRUCTURE PER FMC 506.5.3

EXHAUST EQUIPMENT SERVING TYPE I HOODS SHALL BE MINIMUM 2 FEET FROM PARAPET-TYPE BUILDING STRUCTURE PROVIDED THAT SUCH STRUCTURE ARE NOT HIGHER THAN THE TOP OF THE FAN DISCHARGE OPENING PER FMC 506.5.6.

MAKE-UP AIR INTAKES:

401.4 INTAKE OPENING LOCATION

AIR INTAKE OPENINGS SHALL COMPLY WITH ALL OF THE FOLLOWING:

1. INTAKE OPENINGS SHALL BE LOCATED NOT LESS THAN 10 FEET FROM LOT LINES OR BUILDINGS ON THE SAME LOT.

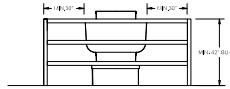
MECHANICAL AIR INTAKE OPENINGS SHALL BE LOCATED NOT LESS THAN 10 FEET HORIZONTALLY FROM ANY HAZARDOUS OR NOXIOUS CONTAMINANT SOURCE, SUCH AS VENTS, STREETS, ALLEYS, PARKING LOTS AND LOADING DOCKS, EXCEPT AS SPECIFIED IN ITEM 3 OR SECTION 501.3.1. SUCH INTAKES ARE LOCATED NOT LESS THAN 25 FEET VERTICALLY ABOVE SUCH LOCATIONS.

2. INTAKE OPENINGS SHALL BE LOCATED NOT LESS THAN 3 FEET BELOW CONTAMINANT SOURCES WHERE SUCH SOURCES ARE LOCATED WITHIN 10 FEET OF THE OPENING.

INTAKE OPENINGS ON STRUCTURES IN FLOOD HAZARD AREAS SHALL BE AT OR ABOVE THE ELEVATION REQUIRED BY SECTION 1612 OF THE FBC.

401.5 INTAKE OPENING PROTECTION

AIR INTAKE OPENINGS THAT TERMINATE OUTDOORS SHALL BE PROTECTED WITH CORROSION-RESISTANT SCREENS, LOUVERS OR GRILLES.



ROOF TOP FAN SERVICE RAILING NOTE

SHALL COMPLY WITH FMC 304.11

PER FMC 304.11 GUARDS:

GUARDS SHALL BE PROVIDED WHERE EQUIPMENT REQUIRING SERVICE ARE WITHIN 10 FEET OF ROOF EDGE OR OPEN SIDE AND SUCH EDGE OR OPEN SIDE IS LOCATED MORE THAN 30 INCHES ABOVE THE FLOOR, ROOF, OR GRADE BELOW.

GUARD RAILS SHALL EXTEND NOT LESS THAN 30 INCHES BEYOND EACH END OF SUCH EQUIPMENT.

GUARD RAILS SHALL BE INSTALLED NOT LESS THAN 42 INCHES IN HEIGHT AND CONSTRUCTED TO PREVENT THE PASSAGE OF A 21 INCHES DIAMETER SPHERE.

EXCEPTION: GUARDS ARE NOT REQUIRED WHERE FALL ARREST/RESTRAINT ANCHORAGE CONNECTOR DEVICES THAT COMPLY WITH ANSI/ASSE Z 359.1 ARE INSTALLED

CAPTIVE AIRE HOODS ARE BUILT IN COMPLIANCE WITH

NFPA #96
NFPA #17A
NSF

UL710 STANDARDS
ETL LISTED 3054694-001

FOR QUESTIONS

PLEASE CONTACT
ADVANCED HOOD SYSTEMS
12250 WILES ROAD
CORAL SPRINGS, FL 33076
PHONE: (954) 55-5370 or (954) 937-0296
REG140@CAPTIVEAIRE.COM

ELECTRONICALLY SEALED DOCUMENT
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

AIR FLOW CONSULTANTS, LLC
CERTIFICATE OF AUTHORIZATION # PE 29003
5474 SW 42 CT.
OCALA, FL 33328
PHONE: 954-54-54050
EMAIL: mike@airflowconsultants.com

MIKE L. FRITZ
LICENSE
No. 0050003
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DATE

ADVANCED HOOD SYSTEMS

JOB	DESANO PIZZA		
LOCATION	639 US HIGHWAY 1, NORTH PALM BEACH, FL		
DATE	04/04/2023	JOB #	5863822
DWG #	1464	DRAWN BY	markut
REV.		SCALE	1/4" = 1'- 0"

Commercial Lease-Florida

This lease is made between Om Shri Investment, LLC, with mailing address of 8702 Native Dancer Road North Palm Beach Gardens Florida 33418, and **DeSano-North Palm Beach, LLC,** herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the Village of North Palm Beach, County of Palm Beach, State of Florida, described as **10 Parking Lot Spaces** within the parking lot at **649 US Highway 1, North Palm Beach Florida 33408** (and hereinafter referred to as the "Premises") upon the following TERMS and CONDITIONS:

- **Initial Term and Rent.** Lessor leases the demised premises to Lessee for an initial term of **12 Months,** commencing 1st January 2024 and terminating on 31st of December 2024, hereafter referred as the initial term:

INITIAL TERM	ANNUALLY	MONTHLY
1 Year	**$3600.00**	**$300.00**

Plus applicable sales tax 7% = $21.00

Monthly rents will be payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor at the address specified above. Above rent includes property taxes, building insurance and common area maintenance. Sales Tax is added separately. Late fees of $50 will added to the rent checks postmarked after fifth day of the month.

- **Use.** Lessee shall use the parking spaces for parking of vehicles for Lessee's restaurant. The premises shall be used for no other purpose without the prior written consent of Lessor, which consent may not be unreasonably withheld. Lessee shall not use the premises for storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substances, chemicals, things, or devices.

- **Security Deposit.** Within 3 days of full execution of this lease, Lessee shall deposit with Lessor an amount of **$900.00** as outlined below. The first and last month's rent shall apply to the first month of the lease and the last month of the lease, accounting for extensions to this Lease. The deposited amount shall continue to be the property of Lessee until applied as noted and shall be held by Lessor.

The breakdown is as followed:

Current rent (First month's rent)	$300.00
Last Month's rent	$300.00
Security Deposit	$ 300.00
Total	$ 900.00

. **+Plus applicable sales tax.**

- **Care and Maintenance of Premises.** In consideration of the use of the Premises Lessee agrees to keep the parking lot free of debris, dirt, mud, etc. which have come about due to Lessee's use of the parking area.

- **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to, or about the demised premises.

- **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, and which may hereafter be in force, pertaining to the demised premises, occasioned by or affecting the use thereof by Lessee.

- **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without the prior written consent shall be void and, at the option of Lessor, may terminate this lease.

- **Intentionally Left Blank.**

- **Intentionally Left Blank.**

- **Use of Parking.** During the term of this lease, Lessee shall have the nonexclusive use in common with Lessor, and other tenants or lessees of the building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor.

- **INTENTIONALLY LEFT BLANK**

- **Indemnification of Lessor.** For the use of the parking lot premises, Lessee agrees to fully indemnify Lessor from and against any damages, any claim or demand against Lessor arising out of the use of the Premises by any of Lessee's invitees including employees of Lessee while using the parking lot, and agrees to defend, including reasonable attorneys' fees, Lessor for any expenses incurred by Lessor defending such claim or demand, except if such claim or demand is not attributable to the negligence or willful misconduct of Lessee.

- **Insurance.** Lessor and Lessee shall provide each other respective Certificates of Liability Insurance and each party, respectively, will be named Additional Insureds in addition to being Certificate Holders, so the respective entities need to be named in both places on the COI. The following shall be included in the "DESCRIPTION OF OPERATIONS/ LOCATIONS/VEHICLES", respectively,

"DeSano – North Palm Beach LLC is an Additional Insured to all coverages of this policy. Waiver of Subrogation applies in favor of Additional Insured for all coverages of this policy. 30 days cancellation applies in favor of Certificate Holder."

- **Eminent Domain.** If the demised premises, or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the demised premises, shall be taken by eminent domain, this lease shall terminate on the date when. title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

- **Destruction of Premises.** Lessee shall give Lessor immediate notice in case of fire or other damage or casualty to the demised premises, or any part thereof. In the event of partial destruction of the demised premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within twenty (20) days of notice under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the demised premises. If such repairs cannot be made within the said twenty (20} days, Lessor, at Lessor's option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within twenty (20) days, this lease may be terminated at the option of either party. In the event the Premises are destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises are injured or not. A complete destruction of the Premises be situated shall terminate this lease.

- **Lessor's Remedies on Default.** If any default is made in the payment of rent, or any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any of the other terms or conditions hereof, Lessor shall provide Lessee a cure period to remedy said default being fifteen (15) days for monetary defaults and thirty (30) days for non-monetary defaults, after which respective period should Lessee not have cured said default then this lease, at the option of Lessor and to the extent permitted by law, shall terminate and be forfeited.

- **Lease Renewal:** The lease will be automatically renewed with the same term until one party informs the other party 60 day prior to the end of the initial and subsequent 12-month terms. lease. Rent for each subsequent year shall increase by $25 per month, example being Year 2 rent will be $325 per month (plus applicable sales tax), and so forth.

- **Common Area Expenses.** The rent paid hereto is, except for sales tax, all inclusive and there shall not be any further costs to Lessee including but not limited to insurance, taxes, common area expenses or other.

- **Attorney's Fees.** The prevailing party in a civil action by jury trial brought to enforce the provisions of this lease or the rights of the parties hereto may recover reasonable litigation costs, including attorney's fees from the other party.

- **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

- **Notices.** All notices pursuant to this agreement shall be in writing.

- **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

- **INTENTIONALLY LEFT BLANK**

- **Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

- **INTENTIONALLY LEFT BLANK**

- **Early Termination:** Lessee can terminate this lease with 30 day notice.

- **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

- **INTENTIONALLY LEFT BLANK**

- **Paragraph Headings.** The paragraph headings are for convenience only.

- **Choice of Law.** This lease shall be governed by the laws of the State of Florida, and all disputes shall be subject to the jurisdiction of the Courts of the State of Florida. The disputes will be settled by arbitration or jury trial preferred by the lessor.

IN WITNESS WHEREOF, the parties have executed this lease

first above written.

Signed in the presence of:

Witness: Garrine Dabral Lessee: Scott DeSano Scott DeSano (Nov 30, 2023 13:27 EST) Date: 30/11/2023

Witness: Jessica Weber Lessor: Date: 12/4/23

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person in your state. Contact your local county real estate board for additional forms that may be required to meet your specific needs.

Make Check/ Money Orders Payable to Om Shri Investment, LLC. **Or Wire funds to:**
Financial Institution Name: [redacted]
Account # [redacted]
Routing# [redacted]
Account Holder Name: OM SHRI INVESTMENT LLC

Account Holder Address:

[redacted]

VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: December 14, 2023

SUBJECT: **RESOLUTION** – Approving an Amendment to the Professional Services Agreement with WGI to increase the compensation by $63,000 due to Annexation Feasibility Study costs and authorizing execution of the Amendment

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On October 17, 2023, the Village Council held a special meeting to discuss the potential annexation of properties within the Village's future annexation area. At this meeting, the Village Council authorized Village Staff to initiate annexation proceedings pursuant to Section 171.0413, Florida Statutes.

State statute requires a feasibility study as a prerequisite to annexation. Because this is specialized work, the Village was required to retain a consultant to perform the study. The Village Council previously approved Agreements with Planning Consultants to perform work for the Village through a solicitation process and capped the compensation for each Agreement at $50,000. One of these companies was WGI, Inc. ("WGI"). Staff met with WGI, and the company indicated that it could perform the required work within the statutory timeframe. The Village Council discussed and approved the hiring of WGI, Inc. based upon an estimated cost proposal.

Attached is the revised cost proposal based upon completion of the work. The total sum was $63,000.37. The cost estimate was higher than anticipated due to the additional unexpected work and the effort required due to the short notice to provide necessary parties the feasibility study. WGI was able to provide the following in a timely manner:

1. Maps (several versions based upon Village Council, Village Staff, Supervisor of Elections and Palm Beach County comments)
2. Potential sources of revenue base analysis
3. Preparation and delivery of required documentation to Palm Beach County
4. Preparation and delivery of required documentation to the Supervisor of Elections
5. Mailing and postage for property owner notices required by Florida Statute
6. Sketches and Legal descriptions needed for the drafting of required Ordinances

This work was all required to by State Statute.

Village Staff is requesting that the Village Council approve an additional $63,000 in this year's budget to cover the entire cost of the feasibility study. Although $50,000 was already approved for WGI for this fiscal year, there are additional projects that the Village is considering, including but not limited to Comprehensive Plan Amendments and Impact Fees studies, that WGI may be the best company to perform and there would be insufficient monies to cover this work.

Legal Review:

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Community Development	A5206-33190	Professional Services	$63,000
			Previously approved	50,000
			Total for WGI, Inc.	**$113,000**

Recommendation:

Village Staff recommends Village Council consideration and approval of the attached Resolution approving an Amendment to the Professional Services Agreement with WGI, Inc. to increase the total compensation from $50,000 to $113,000 to cover the cost of the Annexation Feasibility Study, with funds expended from Account No. A5206-33190 (Community Development – Professional Services), and authorizing the Village Manager to execute the Amendment in accordance with Village policies and procedures.

RESOLUTION 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WGI, INC. TO INCREASE THE TOTAL AMOUNT OF COMPENSATION FOR FISCAL YEAR 2024 AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2023-65, the Village Council authorized the Village Manager to execute an Agreement for Professional (Planning) Services with WGI, Inc. in an amount not to exceed $50,000.00 during any single fiscal year; and

WHEREAS, the Village Council authorized Staff to retain the services of WGI, Inc. to perform the statutorily required Annexation Feasibility Study and related tasks, and the total cost of such services was $63,000.37; and

WHEREAS, because of other anticipated work during the current fiscal year, Village Staff requested to increase the total compensation payable by the Village to WGI, Inc. during Fiscal Year 2024 to $113,000.00 to account for the annexation costs; and

WHEREAS, the Village Council determines that the approval of the Amendment to the Professional Services Agreement is in the best interests of the residents of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby approves an Amendment to the Professional Services Agreement with WGI, Inc. to increase the total amount of compensation during Fiscal Year 2024, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Amendment on behalf of the Village. The total compensation paid pursuant to the Amendment during Fiscal Year 2024 shall not exceed $113,000.00, with funds expended from Account No. A5206-33190 (Community Development – Professional Services).

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

Section 4. This Resolution shall be effective retroactive to October 1, 2023.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Planning Services)

THIS AMENDMENT is entered on this _____ day of _____, 2023, by and between the **Village of North Palm Beach**, a Florida municipal corporation ("Village") and **WGI, Inc.**, a Florida corporation ("Consultant").

RECITALS

WHEREAS, on August 24, 2023, the Village entered into a Professional Services Agreement with WGI, Inc. for general Planning Services ("Agreement"); and

WHEREAS, the Agreement capped the total amount of compensation at $50,000 per fiscal year; and

WHEREAS, due to work performed by WGI, Inc. for the Village's Annexation Feasibility Study, the parties wish to increase the total amount of compensation by the actual cost of the Study and related tasks.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Agreement, as amended, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

1. The foregoing recitals are ratified and incorporated herein.

2. Section 5(a) of the Agreement is hereby amended to increase the total amount of compensation payable by the Village to Consultant for Fiscal Year 2024 to **One Hundred and Thirteen Thousand Dollars and No Cents ($113,000.00)**.

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Professional Services Agreement (Planning Services) as of the day and year set forth above.

VILLAGE OF NORTH PALM BEACH:

By: _____
Charles D. Huff, Village Manager

CONSULTANT:

WGI, INC.

By: _____

Print Name:
Title:

RESOLUTION 2023-65

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING PROPOSALS FROM SELECTED FIRMS TO PROVIDE GENERAL PLANNING SERVICES TO THE VILLAGE ON AN AS NEEDED BASIS AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE PROFESSIONAL SERVICES CONSULTING AGREEMENTS WITH THE SELECTED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff issued a Request for Proposals ("RFP") for General Planning Services, which shall include, but not be limited to: Zoning Code text amendments; Comprehensive Plan Amendments; Planning Studies; Development Application review; Architectural Services; Traffic Engineering Services; LEED and Sustainability Services; Graphic Design Services; Economic Development Planning Services; and Landscape Design Plan Review and Inspection Services; and

WHEREAS, the Village received seven proposals in response to the RFP, and the Selection Committee recommended executing non-exclusive Professional Services Consulting Agreements with six of the firms; 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 "whereas" clauses are hereby ratified and incorporated herein.

Section 2. The Village Council hereby accepts the Proposals for General Planning Services submitted by the following firms: Chen Moore and Associates, Inc.; WGI, Inc.; JMorton Planning & Landscape Architecture, Inc.; Calvin, Giordano & Associates, Inc.; Marlin Engineering, Inc.; and Inspire Placemaking Collective, Inc. The Village Council further authorizes the Village Manager to execute five (5) year non-exclusive Professional Services Consulting Agreements with each of the firms in an amount not to exceed $50,000 during any single fiscal year, subject to review by the Village Attorney as to form and legal sufficiency.

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

PASSED AND ADOPTED THIS 24TH DAY OF AUGUST 2023.

VILLAGE OF NORTH PALM BEACH FLORIDA
(Village Seal)

MAYOR

ATTEST:

DEPUTY VILLAGE CLERK

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PROFESSIONAL SERVICES AGREEMENT
(Planning Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on 24th day of August, 2023, by and between the **Village of North Palm Beach**, a Florida municipal corporation ("Village") and **WGI, Inc.**, a Florida corporation ("Consultant").

RECITALS

WHEREAS, the Village issued a Request for Proposals for General Planning Services ("RFP"), and Consultant submitted a Proposal in response to the RFP; and

WHEREAS, the Village wishes to retain the services of Consultant, and Consultant has agreed to provide General Planning Services to the Village in accordance with its Proposal and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES AND COMPENSATION. The Consultant shall provide General Planning Services to the Village on an as needed, non-exclusive basis as directed by the Community Development Director and as described in the RFP for General Planning Services. Both the RFP and Consultant's Proposal are hereby incorporated herein by reference. The Village shall compensate Consultant for services performed in accordance with the rate schedule attached hereto as Exhibit "A" and incorporated herein by reference. In accordance with a request for services on special projects from the Community Development Director, Consultant will prepare a work order authorization including a specific scope of work and fee for services which shall be submitted to and approved by the Community Development Director prior to any work being conducted. Direct costs may be reimbursed by the Village if approved in advance by the Community Development Director, and invoiced without markup.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant's, officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME, AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Village and shall continue for a five (5) year term or until either party terminates this Agreement as set forth herein. This Agreement may be extended for two (2) additional one-year terms upon mutual consent of Consultant and the Village Manager and approval by the Village Council.

b. Time for Completion. Time is of the essence in the performance of this Agreement. Upon direction from the Community Development Director, Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible.

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c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Agreement is terminated before the completion of all services by the Consultant, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants; and

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

f. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Village agrees to compensate the Consultant in accordance with the rate schedule set forth in Exhibit "A." **The total compensation payable by the Village to Consultant during any fiscal year shall not exceed Fifty Thousand Dollars ($50,000.00)**. The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the Village under this Agreement which exceed the amount set forth above, unless prior written approval has been obtained by the Consultant.

b. Invoices. Consultant shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the

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services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION.

a. The Consultant, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence.

b. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The Village reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the Village for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors, or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Village.

SECTION 10: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Village's Tax Exemption Number.

SECTION 11: INSURANCE.

a. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

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Type of Coverage	**Amount of Coverage**
Professional liability/ Errors and Omissions	$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	$1, 000,000 per occurrence $2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	$500,000 per occurrence
Worker's Compensation	$ statutory limits

b. The commercial general liability and automobile policies will name the Village as an additional insured and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

c. Consultant hereby waives any and all rights to subrogation against the Village, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

SECTION 12: SUCCESSORS AND ASSIGNS. The Village and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: GOVERNING LAW, VENUE AND REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

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SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL. As provided in section 287.135, Florida Statutes, the Consultant certifies that it and any authorized sub-consultants are not participating in a boycott of Israel. The Consultant further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The Village and the Consultant agree that the Village shall have the right to immediately terminate this Agreement if the Consultant, its authorized sub-consultants or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

Village of North Palm Beach
Attn: Village Manager
501 US Highway 1
North Palm Beach, FL 33408

and if sent to the Consultant, shall be sent to:

WGI, Inc.
Attn: Angela Biagi, Contract Manager
2035 Vista Parkway
West Palm Beach, FL 33411

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The Village and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-

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exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

SECTION 26: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Consultant pursuant to this Agreement shall become the property of the Village upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The Village accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

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SECTION 33: PUBLIC RECORDS. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

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

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

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

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

SECTION 34: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 35: E-VERIFY. The Consultant warrants and represents that Consultant and all sub-consultants are in compliance with Section 448.095, Florida Statutes, as may be amended. The Consultant has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each sub-consultant stating that the sub-consultant does not employ, contract with or subcontract with an unauthorized alien. If the Village has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Agreement pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Village has a good faith belief that a sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, but the Consultant has otherwise complied, it shall notify the Consultant, and the Consultant shall immediately terminate its agreement with the sub-consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Consulting Services for planning and zoning review services) as of the day and year set forth above.

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VILLAGE OF NORTH PALM BEACH:

DocuSigned by:
Chuck Huff
5E231351D0684D3...

By: _____
Charles D. Huff, Village Manager

CONSULTANT:
WGI, INC.

DocuSigned by:
Angela Biagi
680FB23E6AE5165...

By: _____

Print Name: Angela Biagi
Title: Contract Manager

DocuSign Envelope ID: C3720D8A-0C25-4AA8-841B-E4797CEBAA7F

EXHIBIT "A"

SECTION 6: COST DETAIL

Schedule of Fees

SCHEDULE OF FEES

PLANNING SERVICES	
Executive Planner	$325.00
Chief Planner	$250.00
Principal Planner	$210.00
Senior Project Manager	$200.00
Project Manager	$175.00
Senior Planner	$150.00
Planner	$115.00
LANDSCAPE ARCHITECTURE SERVICES	
Principal Landscape Architect	$265.00
Senior Project Manager	$210.00
Project Manager	$175.00
Senior Landscape Architect	$220.00
Landscape Architect	$185.00
Senior Designer	$150.00
Designer	$115.00
Entry Level Designer	$100.00

ARCHITECTURAL SERVICES	
Principal Architect	$300.00
Senior Project Manager	$260.00
Project Manager	$215.00
Senior Architect	$250.00
Project Architect	$200.00
Architect	$170.00
Senior Graduate Architect	$150.00
Graduate Architect	$130.00
OTHER PROFESSIONAL SERVICES	
Expert Witness	$425.00
GIS Technician	$115.00
Administrative Assistant	$120.00
Intern	$80.00
REIMBURSABLE EXPENSES	
Copies, Black & White (each)	$0.30
Copies, Color (each)	$1.00
Plots, Black & White (each)	$2.00
Plots, Color (each)	$15.00
Mylars (each)	$70.00
Foam Core Presentation Boards (each)	$7.50
All Third-Party Expenses	Cost Plus 15%

ENGINEERING SERVICES	
Executive Engineer	$345.00
Chief Engineer	$335.00
Principal Engineer	$300.00
Senior Project Manager	$300.00
Project Manager	$235.00
Senior Engineer 2	$275.00
Senior Engineer 1	$245.00
Engineer 2	$215.00
Engineer 1	$195.00
Senior Engineer Intern	$150.00
Engineer Intern	$135.00

WGI, Inc.
2035 Vista Parkway, West Palm Beach, FL 33411
t: 561.687.2220 f: 561.687.1110 Toll Free: 866.909.2220
WGInc.com

Attention: Caryn Gardner-Young
Village of North Palm Beach
420 U.S. Highway 1, Suite 21
North Palm Beach, FL 33408
United States

Invoice : 14701
Invoice Date : 12/4/2023
Project : 009829.01
Project Name : North Palm Beach Annexation Feasibility Study

For Professional Services Rendered Through 11/24/2023

Purchase Order # 00102214

			Billings		
		Fee	**% Complete**	**To Date**	**Previous**	**Current**
0710 - Annexation Study		41,265.00	100.00	41,265.00	0.00	41,265.00
0300 - Legal Descriptions		21,500.00	100.00	21,500.00	0.00	21,500.00
						Current Billings
9999 - Reimbursable Expense						235.37
Expenses	17.33					
Unit Rate Expense	218.04					
Total Expense	235.37					

Current Billings	63,000.37
Amount Due This Bill	63,000.37

Angela M Biagi

9999 - Reimbursable Expense

Expense

Expenses

Vendor		*Cost*	*Multiplier*	*Amount*
Arianna Hilliard		15.07	1.1500	17.33
	Total Expenses			***17.33***

Unit Rate Expenses

Account	*Quantity*	*Amount*
Mileage	13.60	9.04
Postage/Shipping/Delivery	418.00	209.00
	Total Unit Rate Expenses	***218.04***
Total Expense		**235.37**
Total Bill Task: 9999 - Reimbursable Expense		**235.37**

Total Project: 009829.01 - North Palm Beach Annexation Feasibility Study **235.37**

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: December 14, 2023

SUBJECT: **RESOLUTION** – Approving a Contract with Big Fun, Inc. for Heritage Day Amusement Rides at a Total Cost Not to Exceed $85,050, and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

Background:
On August 22, 2023, the Village issued an RFP for Heritage Day Amusement Rides, with the option to yearly renew for two more years: FY 2025, FY 2026.

A Selection Committee consisting of Leisure Services Director Zak Sherman, Library Manager Julie Morrell, and Parks and Recreation Administrative Coordinator Becky Ring participated in the initial review of the proposals. The following firm submitted their sealed proposal on September 20, 2023:

- Big Fun, Inc.

Based upon the Committee's review of the proposal, the Committee recommends that the Contract be awarded the bid to Big Fun, Inc. It is worth noting that Big Fun, Inc. has been the Village's "go-to" provider for the Heritage Day Festival for several years running.

Scope of Work:
The scope of work includes carnival rides (Staff is proposing 11), several amusements (games), and a couple of concessions to be provided during the 2024 Heritage Day Festival. The scope encompasses the provision of all materials, labor, and inspections, as well as a thorough post-event cleanup. While the contract is in place for three years, it may be subject to earlier termination as per standard conditions. Renewals up to 2026 hinge on satisfactory performance and the mutual agreement of the parties.

Funding:
Parks and Recreation budgeted over $95,000 for Heritage Day Expenses in FY24.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Parks and Recreation	A8229-35650	Heritage Weekend Expense	$85,050

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a contract with Big Fun, Inc. for a Heritage Day Amusement Rides (FY 2024 through FY 2026 at a total annual cost not to exceed $85,050.00, with funds expended from Account Number A8229-35650 (Recreation – Heritage Weekend Expense), 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 THE PROPOSAL SUBMITTED BY BIG FUN, INC. TO PROVIDE RIDES, AMUSEMENTS, AND CONCESSIONS FOR HERITAGE DAY 2024 THROUGH 2026 AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued a Request for Proposals for the Heritage Day rides, amusements (games) and concessions for 2024 to 2026; and

WHEREAS, Village Staff recommended accepting the proposal submitted by Big Fun Inc., a Florida corporation, at a total annual cost not to exceed $85,050.00; and

WHEREAS, the Village Council determines that the acceptance of the proposal recommended by Village Staff is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby accepts the proposal submitted by Big Fun, Inc. for the Heritage Day 2024-26 rides, amusements (games), and concessions at a total annual cost not to exceed $85,050.00, with funds expended from Village Account No. A8229-35650 (Special Events – Heritage Day).

Section 3. The Village Council further authorizes and directs the Mayor and Village Clerk to execute a three-year Contract with Big Fun, Inc., a copy of which is attached hereto and incorporated herein, to perform such services in accordance with the terms and conditions set forth in the Request for Proposals issued by the Village.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT

This Contract is made as of the _____ day of _____, 2023, by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, hereinafter referred to as the VILLAGE, and BIG FUN, INC., a Florida corporation, hereinafter referred to as CONTRACTOR.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that CONTRACTOR shall provide to the VILLAGE all goods and services requested under **Request for Proposals for Heritage Day Amusement Rides** and as further stated in CONTRACTOR's Proposal ("Proposal Documents") and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF CONTRACTOR.

A. CONTRACTOR shall provide all goods and services as stated in the Request for Proposals and CONTRACTOR's Proposal, as incorporated herein by reference, to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided. CONTRACTOR certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. The Scope of Services includes ten to twelve carnival rides (including a 100-foot giant slide), amusements (games), and concessions as set forth in the Scope of Services and CONTRACTOR's Proposal. The final selection of rides, amusements and concessions shall be at the mutual agreement of the VILLAGE and CONTRACTOR.

B. CONTRACTOR certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County and shall comply with all applicable federal, state and local laws, ordinances, rules and regulations.

C. CONTRACTOR shall provide the required goods and services in accordance with the following:

1. CONTRACTOR shall stage all rides/amusements/concessions at the VILLAGE's designated location so that they are ready for inspection by the State of Florida on Friday, April 5, 2024 (day before the event) and shall provide the required services at the VILLAGE's designated location on Saturday, April 6, 2024 (day of event). In 2025, the inspection shall take place on Friday April 4, 2025 and the event shall take place on Saturday, April 5, 2025. In 2026, the inspection take place on Friday, April 10, 2026 and the event shall take place on Saturday, April 11, 2026.

2. In the event of inclement weather, CONTRACTOR shall provide the required services at the VILLAGE's designated location on Sunday April 7, 2024 (day after event) or Sunday April 6th in 2025 and Sunday April 12th in 2026.

3. If inclement weather continues and the VILLAGE, in its sole discretion, decides not to conduct the Heritage Day festivities, the VILLAGE shall pay CONTRACTOR for the documented and verified costs of goods and services actually provided, not to exceed the maximum compensation set forth in Article 4.

4. CONTRACTOR shall obtain all required permits and inspections. To the extent permitted by law, the VILLAGE shall waive all VILLAGE permit and inspection fees.

5. CONTRACTOR shall be responsible for maintaining, storing and protecting all rides/attractions from all acts of nature, theft, vandalism or other means of damage or destruction.

6. CONTRACTOR shall be responsible for removing and clearing the rides/attractions on the day of the festivities.

D. The services provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and as stated in the Request for Proposals.

ARTICLE 2. PERIOD OF SERVICE.

A. CONTRACTOR shall provide all goods and services in accordance with the terms of the Request for Proposals and this Contract. Time is of the essence.

B. In the event of unpreventable acts or occurrences wholly beyond the control of and attributable to CONTRACTOR or the VILLAGE, including, by way of example, acts of God, fire, flood, riots, war, terrorist activities, drought conditions, hurricanes or other severe and unforeseen storm events ("Force Majeure Events"), prevent the CONTRACTOR from performing the services contemplated by this Contract, the CONTRACTOR shall be excused from performance under the terms of this Contract and the VILLAGE shall be relieved from payment for such services.

C. Notwithstanding the foregoing, CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, that this provision shall not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the VILLAGE or its agents.

D. This Contract shall become effective upon approval by the VILLAGE Council and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Article 7. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

ARTICLE 3. VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be 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.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR for the provision of all goods and services set forth in the Request for Proposals and as stated in CONTRACTOR's Proposal in an amount not to exceed Eighty-Five Thousand Fifty Dollars and No Cents ($85,050.00) for each year of the Contract. All pricing shall be in accordance with CONTRACTOR's Proposal.

B. The VILLAGE shall pay CONTRACTOR a deposit of up to fifty percent (50%) within ten (10) days after execution of this Contract by the VILLAGE for services to be performed in 2024. The balance of the compensation due to the CONTRACTOR for 2024 shall be paid subsequent to the Heritage Day event upon satisfactory completion of all services. The VILLAGE and CONTRACTOR shall agree to deposit payment dates for services performed in 2025 and 2026, with final payment for each year to be paid subsequent to the Heritage Day event upon satisfactory completion of all services.

C. CONTRACTOR shall submit an invoice(s) to the VILLAGE for said compensation on the date and time mutually agreed upon by the VILLAGE and CONTRACTOR. All invoice(s) received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. All payments made by the VILLAGE pursuant to this Contract shall be in accordance with Florida's Prompt Payment Act (Non-Construction Services).

D. Services undertaken or expenses incurred that exceed the amount set forth in this Contract without prior written authorization from the VILLAGE shall be the sole liability of CONTRACTOR.

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

F. 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 have been provided and services 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 the required goods and services.

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

ARTICLE 5. INDEMNIFICATION.

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

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

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

ARTICLE 6. PERSONNEL.

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

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

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

ARTICLE 7. TERMINATION.

This Contract may be cancelled by CONTRACTOR upon ninety (90) 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 CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days written notice to CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination.

ARTICLE 8. FEDERAL AND STATE TAX.

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

ARTICLE 9. INSURANCE.

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

ARTICLE 10. SUCCESSORS AND ASSIGNS.

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

VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CONTRACTOR.

ARTICLE 11. GOVERNING LAW, VENUE AND REMEDIES.

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

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

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

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP.

CONTRACTOR is, and shall be, in the performance 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.

ARTICLE 13. NONDISCRIMINATION.

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

ARTICLE 14. ENFORCEMENT COSTS.

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

ARTICLE 15. AUTHORITY TO PROVIDE REQUIRED SERVICES.

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

ARTICLE 16. SEVERABILITY.

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

ARTICLE 17. MODIFICATIONS OF WORK AND ADDITIONAL SERVICES.

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

B. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Contract Amendment and CONTRACTOR shall not commence work on any such change until such written amendment is signed by CONTRACTOR and approved and executed by the VILLAGE.

C. If during the term of the Contract additional services are needed, CONTRACTOR may, at the option of the VILLAGE, be engaged to perform these services under the term of the Contract.

ARTICLE 18. PROTECTION OF WORK AND PROPERTY.

A. CONTRACTOR shall continuously maintain adequate protection of all goods and services provided pursuant to this Contract 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, CONTRACTOR shall provide any necessary materials to maintain such protection.

B. 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 services are being performed and throughout the completion of such services.

ARTICLE 19. NOTICE.

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

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

and if sent to CONTRACTOR shall be mailed to:

Big Fun, Inc.
Attn: Michael Doolan, President
P.O. Box 699
Jensen Beach, FL 34958

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

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT.

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

ARTICLE 21. TERMINOLOGY AND CAPTIONS.

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

ARTICLE 22. WAIVER.

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

ARTICLE 23. PREPARATION.

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

ARTICLE 24. MATERIALITY.

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

ARTICLE 25. EXHIBITS AND CONTRACT DOCUMENTS.

Each exhibit and document referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, including, but not limited to the Request for Proposals and the CONTRACTOR's Proposal, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 26. LEGAL EFFECT.

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

ARTICLE 27. SURVIVABILITY.

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

ARTICLE 28. DEFAULT.

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

1. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

2. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

3. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the goods and services required pursuant to this Contract on schedule as agreed to by CONTRACTOR in this Contract.

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

ARTICLE 29. WAIVER OF SUBROGATION.

CONTRACTOR 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 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. 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 CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 30. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its

subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 31. ACCESS AND AUDITS.

CONTRACTOR 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 CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 32. PUBLIC RECORDS.

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

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

1. Keep and maintain public 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.

ARTICLE 33. REPRESENTATIONS/BINDING AUTHORITY.

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

ARTICLE 34. E-VERIFY.

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

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

CONTRACTOR:

BIG FUN, INC.

BY: _____

Print Name: _____

Title:_____

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

Village of North Palm Beach Bid Summary Sheet

Proposal for: **RFP Heritage Day Amusement Rides** Date: **September 20, 2023** No. of Proposals Received:

DESCRIPTION	VENDORS			
Requirements: accepting qualification proposals for the Heritage Day Amusement Rides RFP Bid Opening.	Big Fun Inc. P.O Box 699 Jensen Beach FL, 34958			
17 rides totaling	$170,000.00			

VILLAGE OFFICIALS PRESENT (Signature)	VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)

REQUEST FOR PROPOSALS FOR

Heritage Day Amusement Rides

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 sealed proposals from qualified companies and contractors ("Proposers") to furnish all labor, material, equipment and all other required goods and services to provide Amusements, Concessions, and Carnival Rides for Heritage Day 2024, with the option to yearly renew for two more years, until **3:00 P.M. EST on September 20, 2023**, at the Village of North Palm Beach, Village Clerk's Office, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the aforementioned date and time will be returned unopened.

The complete Request for Proposals, 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, DemandStar or from the Village website at www.village-npb.org.

Proposals shall be submitted with an original and three (3) copies and one (1) electronic copy in sealed envelopes/packages addressed to Village of North Palm Beach, Village Clerk's Office, 501 U.S. Highway One, North Palm Beach, Florida 33408 and marked **"SEALED PROPOSAL – HERITAGE DAY AMUSEMENT RIDES."** The Village shall evaluate the proposals in accordance with the criteria set forth in the RFP. 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 RFP. The Village reserves the right to reject all RFP submittals, to waive any formalities, to solicit and re-advertise for new RFP submittals, or to abandon the project in its entirety.

VILLAGE OF NORTH PALM BEACH, FLORIDA
Zakariya M. Sherman,
Director of Leisure Services
zsherman@village-npb.org

Publish: Palm Beach Post
Date: August 22, 2023

Publish: DemandStar
Date: September 20, 2023

REQUEST FOR PROPOSALS FOR HERITAGE DAY AMUSEMENT RIDES

1. GENERAL INFORMATION:

The Village of North Palm Beach, Florida ("Village") is accepting sealed proposals from qualified companies and contractors ("Proposers") to furnish all labor, material, equipment and all other required goods and services to provide Amusements, Concessions, and Carnival Rides for Heritage Day 2024, with the option to yearly renew for two more years (as more fully described in the specifications attached hereto as Exhibit "A"), until **3:00 p.m. EST on September 20, 2023** at the Village of North Palm Beach, Village Clerk's Office, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the aforementioned date and time will be returned unopened. Proposal packages are available for review and printing from the Village's web site: www.village-npb.org.

2. PREPARATION OF PROPOSAL:

This Request for Proposals ("RFP") provides the complete set of terms and conditions, specifications and proposal forms for the required goods and services. The specifications are attached hereto and incorporated by reference as Exhibit "A". The following forms are attached hereto and incorporated herein by reference:

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

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

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, three (3) copies and one (1) electronic copy, along with other required information (as stated in Section 9 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 **"SEALED PROPOSAL – HERITAGE**

DAY AMUSEMENT RIDES" and contain the proposer's name, return address, title of the proposal, and the date and time for proposal opening. Proposals not submitted in a sealed envelope or on the enclosed proposal forms may be rejected.

All questions regarding this RFP 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 RFP. The Village will endeavor to make sure all potential proposers receive such addendum by posting the addendum on Demand Star 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. PROPOSAL EVALUATION AND AWARD:

On the date and time specified in this RFP, 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 Village Administration will evaluate the proposals in order to prepare a recommendation to the Village Council for award of the proposal for the required goods and services. The resulting contract shall be awarded to the responsible Proposer that best meets the needs of the Village, taking into consideration, among other things, the financial responsibility of the Proposer, proven skill and experience, abilities to timely perform the contract, previous satisfactory performance and such other abilities of the proposer that the Village in its sole discretion determines will enable the Proposer to perform effectively and efficiently. The Village, in its sole discretion, reserves the right to waive all technicalities or irregularities and to reject any or all proposals. The Village further reserves the right, in its sole discretion, to award a contract to the Proposer whose proposal best serves the interests of the Village.

The selected proposer will be required to execute a contract with the Village in the form attached hereto as Exhibit G.

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 RFP or any part of this RFP. 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. INSURANCE REQUIREMENTS:

The selected Proposer shall be required to carry and maintain the following insurance coverages through the time it furnishes all required goods and services to the Village and completes its obligations under the contract:

A. The Proposer shall maintain Comprehensive General Liability Insurance with minimum coverage limits of $1,000,000 combined single limit of insurance per occurrence and $2,000,000 in the general aggregate for bodily injury and property damage and $2,000,000 in the general aggregate for products/completed operations. Comprehensive General Liability Insurance shall include endorsements for property damage, personal injury, contract liability, product liability and independent contractor coverage.

B. The Proposer shall maintain Comprehensive Automobile Liability Insurance in the minimum amount of $1,000,000 combined single limit for bodily injury and property damages liability to protect against claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Proposer or by anyone directly or indirectly employed by the Proposer.

C. The Proposer shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

D. All insurance, other than Worker's Compensation, to be maintained by the Proposer shall specifically include the Village as an Additional Insured. The Proposer shall be responsible for any deductibles related to said insurance.

5. REGULATIONS, PERMITS AND FEES:

The selected Proposer will be required to obtain its own expense all permits, inspections and/or licenses required to provide the required goods and/or services to the Village and these costs should be included in the bid proposal. The selected Proposer must comply with all federal, state and local laws and regulations that may apply, including the standards of the National Fire Protection Association.

6. 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 RFP as Exhibit "D."

7. 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.

8. PAYMENT AND PERFORMANCE BOND:

The selected Proposer, when awarded a contract, will be required to furnish a payment and performance bond with a carrier duly licensed and authorized to do business in the State of Florida, equal to one hundred percent of the total amount of the contract to assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

The selected Proposer will be required at all times to have a valid payment and performance bond in force covering the work being performed. A failure to have such a bond in force at any time shall constitute a default on the part of the selected proposer. A bond written by a surety, who becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the selected proposer to meet the above requirements.

9. 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 RFP;

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 RFP;

G. The proposer is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFP;

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 RFP;

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. No member of the proposer's ownership, management or staff has any vested interest in or employment relationship with the Village; and

L. 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.

10. 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. **Cover Letter of Transmittal (no more than two pages).**

The Cover Letter will summarize in a brief and concise statement the proposer's qualifications, how it is organized, and its location relative to the Village. Minimum qualifications should be stated and must include:

(1) A statement that the proposer is licensed in the State of Florida and qualified to provide all services requested under this RFP;

(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; and

(3) A statement that the proposer is able and will provide the required insurance as stated herein if selected by the Village Council.

The Cover Letter should also identify the Project manager for the proposer. An official authorized to bind the proposer and execute a contract must sign the letter of transmittal. The following proposal forms should be attached to the Cover Letter:

Proposer's Acknowledgement	Exhibit "B"
Proposal Form	Exhibit "C"
Public Entity Crimes Statement	Exhibit "D"
Scrutinized Vendor Certification	Exhibit "E"
Confirmation of Drug Free Workplace	Exhibit "F"

B. **ADDITIONAL INFORMATION.**

(1) **Proposer's References:** The proposer shall submit a list of at least three (3) entities for whom they have previously provided the delivery and operation of amusement rides at fairs. Proposer shall indicate a contact person's name, address and telephone number for each reference, and a general description of the services provided and the cost of such services.

(2) **Subcontractors:** The proposer shall identify all subcontractors, if any, the proposer plans to utilize in the provision of all services under this RFP.

(3) **Equipment:** The proposer shall provide a list of equipment that is available to perform the services included within the Scope of Services.

(4). **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.

11. CONE OF SILENCE:

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

12. SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to section 287.05701, Florida Statutes (2023), the Village may not request documentation of or consider a proposer's social, political, or ideological interests when determining if the proposer is responsible. Further, the Village may not give a preference to a proposer based on the proposer's social, political, or ideological interests.

RFP EXHIBIT "A"
SCOPE OF WORK/SPECIFICATIONS

1. IN GENERAL:

The Village of North Palm Beach is seeking proposals for Amusements, Concessions, and Carnival Rides at its Heritage Festival program for the next three years: **Saturday, April 6, 2024; Saturday April 5, 2025; and Saturday, April 11, 2026.** The Contract shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7 of Standard Village Contract. Any variation to the terms and conditions set forth herein shall be in writing and meet all applicable requirements as set forth in the RFP, including, but not limited to, the Proposal Form and the Specifications.

2. REQUIREMENTS

A. Proposer shall provide the Village with a Proposal outlining the number and type of carnival rides, amusements, and concessions to be provided during the 2024 Heritage Day Festival.

B. Proposer shall list each ride/attraction separately and include each ride's name, a photo of the ride, the age range it caters to, the height requirements, **and each ride's total cost of operation (including staffing, generator/power and equipment).** The Village shall select the rides/attractions to be utilized.

C. Proposer shall include a minimum of 10-12 rides in total, with 3-4 rides/attractions specifically designed to appeal to a teenage crowd.

D. Small rides/attractions for youngsters under 12 may be mechanical or non-mechanical.

E. Proposer **must include (1) Carnival 100-foot giant slide.**

F. The cost of the State Inspections is to be listed separately and rides are to be scheduled for inspection on **Friday, April 5, 2024, Friday April 4, 2025 and Friday, April 10, 2026 (day before the event).**

G. Proposer shall supply all generators.

H. Proposer must also furnish a list of suggested amusements (games), outlining the play costs, prize varieties, intended age group, and rules/guidelines for each game, along with a list of proposed concessions, containing descriptions of the food/items available and their respective prices.

I. Proposer's personnel shall operate all rides/concessions/attractions and verify that every rider possesses a valid paid wristband prior to granting them access to the ride.

J. The rides/concessions/attractions shall be operated from 12:00 p.m. to 8:00 p.m.

K. Proposer shall submit the names of at least three (3) local references, including the name, addresses and phone number of a contact person for each reference and the dates that services were rendered.

L. In evaluating the proposals, the Village shall consider, among other factors, the number of rides, concessions, attractions offered; the types of rides, concessions, and attractions offered; references; and the total cost.

M. Upon conclusion of the Festival, the selected proposer shall clear the designated location of all rides, attractions, and any excess materials or debris.

RFP SUBMITTAL SCORING:
All complete proposals received will be reviewed by Village Staff. The Staff's recommendation will go to Village Council for final approval.

Scoring Matrix:
Total cost to provide service based on Scope, including description of carnival rides, concessions, and amusements- 80%
References- 20%

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

August 22, 2023	Public Advertisement of RFP
September 20, 2023	Proposals due by 3:00 PM
Late September, 2023	Evaluation Committee Review of RFP (Step 1)
Early October, 2023	Contract Recommendation to Council (Step 2)

RFP EXHIBIT "B"
PROPOSER'S ACKNOWLEDGEMENT

SUBMIT ONE (1) ORIGINAL, THREE (3) COPIES AND ONE (1) ELECTRONIC COPY OF YOUR PROPOSAL TO:

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

RFP TITLE: Heritage Day Amusement Rides

Proposal must be received **PRIOR TO 3:00 P.M. on September 20, 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 RFP, to supply rides, concessions, and attractions at its Heritage Festival program, 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 RFP. 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 8 of the RFP.

PROPOSER REPRESENTATIVE WITH AUTORITY TO BIND CONTRACT

_____ _____
Authorized Representative's Signature Date

_____ _____
Name Position

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ **Date:** _____

RFP EXHIBIT "C"
PROPOSAL FORM

Name of Proposer: _____

List of Rides:

Ride Name	Age Range	Height Requirements	Cost
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$
			$

List of Amusements:

Amusement Name	Intended Age Group	Cost to Play
		$
		$
		$
		$
		$
		$

List of Concessions:

Concession Name	Food/Items Offered	Cost Per Item
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$

RFP EXHIBIT "D"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

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

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

whose business address is_____
_____

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

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

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

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

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

a. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power

to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____
(Signature)

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

_____
Notary Public
My Commission Expires:

RFP EXHIBIT "E"
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:

RFP EXHIBIT "F"
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:

RFP EXHIBIT "G"
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.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the VENDOR shall provide to the VILLAGE all goods and services necessary to provide **Amusements, Concessions, and Carnival Rides for Heritage Day 2024,** with the option to yearly renew for two more years pursuant to the terms and conditions of this Contract.

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work for **Amusements, Concessions, and Carnival Rides for Heritage Day 2024** in accordance with the Request for Proposals issued by the Village, which is incorporated herein by reference.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall become effective October 1, 2023 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7. This Contract shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

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

SECTION 3: VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be 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 providing **Amusements, Concessions, and Carnival Rides for Heritage Day 2024** 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 CONTRACTOR RELATIONSHIP.

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

SECTION 13: ACCESS AND AUDITS.

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

SECTION 14: NONDISCRIMINATION.

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

SECTION 15: ENFORCEMENT COSTS.

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

SECTION 16: SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held

invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 17: MODIFICATIONS OF WORK.

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

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

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

SECTION 18: PUBLIC ENTITY CRIMES.

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

SECTION 19: PROTECTION OF WORK AND PROPERTY.

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

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

SECTION 20: WARRANTY/GUARANTY.

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

services.

SECTION 21: COMPLIANCE WITH LAWS.

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

SECTION 22: NOTICE.

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

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

and if sent to the VENDOR shall be mailed to:

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

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

BIG FUN, INC.

North Palm Beach Heritage Day Festival

RFP 2024 Proposal Documents and Signed Forms

BIG FUN, INC.

P. O. Box 699 Jensen Beach, Fl. 34958 Phone (772) 285-2208 Fax (772) 225-0300

Big Fun, Inc. based in Jensen Beach, Florida, is a full service amusement company providing Rides, Games, and Food concessions to Fairs, Festivals, City Celebrations, Corporate Events and Music Festivals throughout North America.

President and owner Michael Doolan's parents John and Tina started the family business, Doolan Amusement Co. in 1970, and the two companies continue to work together, producing events.

John Doolan, at 86, is still actively involved with the day to day operations of the business. With tasks such as overseeing the maintenance operations at our shop, and on-site duties overseeing the cleaning, and lighting of our equipment. Mr. Doolan is a vital component to our business, and success.

Incorporated in Florida in 2004, Big Fun, Inc. has established itself as one of the premier amusement companies in South Florida and beyond. Operating in Florida during the winter months, the summer months have Big Fun equipment traveling the East Coast as far North as New Hampshire. Working with associates across North America, Big Fun is contracted and trusted with providing rides to events as far West as San Diego, and North to Washington State. We have also, provided our services to Ontario's largest Country Music Festival, loaded our rides on a cargo ship for an event in Puerto Rico, as well as a barge to cross the Hudson River to Governor's Island. Providing amusement rides is what we do, and no location, so far, has been to far.

With the Heritage Day Festival being one of the Village of North Palm Beach's premier events, it's imperative that the finished product represent the community in the finest light.

With this in mind and a personal requirement of Big Fun, Inc. for all Big Fun produced events only the finest equipment available will be delivered and operated at the event.
Working within the allotted time frame we will deliver, set up and have the rides inspected, permitted and ready for the event opening on Saturday. Upon completion of the festival the rides, games and food concessions will be removed in a timely manner..

Insured by Haas and Wilkerson Insurance Company, Big Fun, Inc. carries all of the required insurance policies for the event. Additionally, Big Fun has the ability to offer excess coverage bringing the total liability coverage to $6 million per occurrence for those events wanting additional coverage.

Please feel free to reach out directly to me if you have any questions regarding the attached proposal. I can be reached at (772)285-2208.

Sincerely,

Michael Doolan
President

RFP EXHIBIT "C"
PROPOSAL FORM

BIG FUN, INC.

List of Rides:

Ride Name	Age Range	Height Requirements	Cost
Carousel	Family-all ages	36" unless accompanied	$9,950.00 *
90' Ferris Wheel	Family- all ages	42" minimum	$37,500.00 *
65' Ferris Wheel	Family- All ages	42" minimum	$22,500.00 *
Fun Slide	Family- all ages	42" unless accompanied	$4,950.00 *
Monkey Mayhem	Family- all ages	42" unless accompanied	$4,950.00 *
Surf City	Family-all ages	42" unless accompanied	$7,500.00 *
Bumper Cars	Family-all ages	42" unless accompanied	$9,950.00 *
Rock Star	Tween - Teen	46" minimum	$12,500.00 *
Cliff Hanger	Tween-Teen	46" minimum	$12,500.00 *
Fusion	Tween -Teen	42' minimum	$7,950.00 *
Swinger	Tween-Teen	42" minimum	$7,500.00 *
Rockin Tug	Family- all ages	42" unless accompanied	$6,500.00 *
Orient Express	Small -Tween	42' minimum	$6,250.00 *
Rio Grande Train	Small children	36" unless accompanied	$4,250.00 *
Frog Hopper	Small-Tween	42" minimum	$5,750.00 *
Cross Country Jeeps	Small children	36' minimum	$4,250.00 *
Pirate	Small-Tween	42" minimum	$5,250.00 *

* All ride packages require a minimum of 2 -225kw generators and power distribution equpment, and fuel service. Cost per generator $4,250.00 per week. Up to 48 hours run time. All hours over 48 will be prorated.

All rides quoted are available at time of proposal. All rides may not be available at time of acceptance and contract. Big Fun reserves the right to substitute any ride for one of equal, or greater value. Additional rides, not on this list, may become available.

Ground conditions, space limitations, or access to the event site may limit a specific ride. Manufacturers bulletins, and or scheduled maintenance may cause rides to become unavailable

List of Amusements

Amusement Name	Intended Age Group	Cost to play
Water Race Game Aim your water gun at the target, at the sound of the bell, shoot. First one to the top wins a prize. There's a winner every race	This game is for all ages. Entire families can race against each other.	$5* per player
Balloon Pop Bust the balloon with a dart. The more you bust the bigger the prize	All ages can play Kids win a prize everytime	$5-10*
Mini Basketball Shoot for the hoop, and get in, you win	All ages can play	$5-10*
Kiddie Hi Striker Swing the hammer and ring the bell	All ages can play. Kids get a prize every time	$6-10*
Duck Pond Pick a duck and flip it over. Win the size of prize pictured on the bottom	All ages, but really for the smaller kids Kids win a prize evrytime	$5*
		*prices subject to change

List of Concessions

Concession Name	Food items offered	Cost per item
Pop Corn/Cotton Candy	Cotton Candy Pop Corn Candy Apple Caramel Apple Snow Cone Soda Water	Sm. $8 Lg $12 $5 $5-6 $5-7 Sm $5 Lg $8 $3 $3 PRICES SUBJECT CHANGE
Funnel Cake	Funnel Cake Fried Oreos Soda Water	$8-10 $7 $3 $3
		All prices are subject to change

BIG FUN, INC. CURRENT 2023 FL. STATE FEES

P. O. Box 699 Jensen Beach, Fl. 34958 Phone (772) 285-2208 Fax (772) 225-0300

The below listed FDACS fees are the current fees as of September 17, 2023
Fees are subject to change at any time, and changes can be substantial as seen in the comparison to the 2020 fee schedule, also listed.

	2020 fees	2023 fees
Inspection fees		
Kiddie	$45.00	$150.00
Non-kiddie	$90.00	$200.00
Super	$175.00	$300.00
Re-inspection fee (Day of scheduled inspection)	NC	$100.00
Re-inspection fee	$500.00	$500.00
Late request fee	$100.00 per ride	$100.00
Failure to cancel	$100.00 per ride	$100.00
Weekend or State holiday inspection fee	$75.00 per ride	$75.00

Description	Reference #1 *	Reference #2 *	Reference #3 *	Reference #4 *	Reference #5
Organization:	City of Oakland Park Special Events	City of Port St Lucie Park and Recreation Special Events	City of Coconut Creek Park and Recreation Special Events	Village of Tequesta Park and Recreation Special Events	Village of North Palm Beach Park and Rec. Special Events
Address:	3650 NE 12th Ave. Oakland Park, Fl. 33334	2195 SE Airoso Blvd Port St Lucie, Fl.	700 Lions Rd. Coconut Creek, Fl. 33063	399 Seabrook Dr. Tequesta, Fl. 33469	603 Anchorage Dr. North Palm Beach, Fl.
Contact:	Christine Najac	Kelly Tiger	Leonardo Moleiro	Greg Corbitt	Stephen Poh
Phone Number:	561-866-2760	772 807-4467	954-545-6682	561-768-0473	561-904-2128
Email address:	Oaklandparkevents@oaklandparkfl.gov	KTiger@cityofpsl.com	LMoleiro@coconutcreek.net	Gcorbitt@tequesta.org	Spoh@village-npb.org
Services provided:	Carousel for Holiday Village event. Complete carnival set up for Youth Day	Complete carnival for 3 events annually. St Patty's Day Festival, Fall Fest, and Festival of Lights	Amusement rides and food concessions for the City's annual Butterfly Festival	Amusement rides, games and food concessions at various events over the past 12-15 years. Originally as a subcontractor and most recently as the primary contractor.	Rides, games and food concessions for the annual Heritage Festival
Years of Service:	20 plus	20 plus	15	15	20

Michael Doolan

(772) 285-2208 • mdoolan@bigfunrides.com

EXPERIENCE

Big Fun, Inc., Jensen Beach, FL
President
May 2004 - Present

- Expanded customer base to include corporate, experiential, and music festival events, working with clients to create custom amusement experiences that fit their event goals
- Led planning and execution of events across the country, averaging 50 a year, expanding geographical reach from East Coast to West Coast and Canada

Michael Doolan DBA Doolan Amusements, Jensen Beach, FL
Business Owner
February 1985 - April 2004

- Built an outdoor amusement company catering to fairs, festivals, and community events serving the East Coast of the United States

PROFESSIONAL ORGANIZATIONS

Outdoor Amusement Business Association, West Springfield, MA
3rd Vice Chair
February 2023 - Present

- Crafted proposal and led organizing of October 2023 carnival on Capitol Hill collaborating with OABA lobbying firm in conjunction with Speaker of the House, Kevin McCarthy's, team as an industry showcase for congressional members and staff
- Chaired Fundraising & Contributions Committee of 9 senior members to raise funds for scholarships and the OABA PAC fund
- Headed Grievance Committee of 4 senior members and serve on the Executive Committee

Director
February 2021 - February 2023

- Co-chaired Government Relations committee who collaborated with Tallahassee lobbying firm and Florida Dept of Agriculture Bureau of Fair Ride Inspections to craft updated Florida amusement ride statutes

February 2009 - February 2019

- Chaired Safety committee
- Co-chaired Fundraising & Contributions, Circle of Excellence, and Government Relations committees

Showmen's League of America, Chicago, IL
Director
February 2021 - Present

- Served on Board, engaging in organization meetings, voting on use of organization assets, and raise funds

Finance Committee Co-chair
February 2022 - February 2023

- Approved organization spending and work directly with organization's brokerage firm to plan their investments

CAREER HIGHLIGHTS

Congressional Picnic at the White House, Washington, DC
2005

- Operated Carousel on South Lawn of the White House as featured center piece of Congressional Picnic hosted by the President and the First Lady

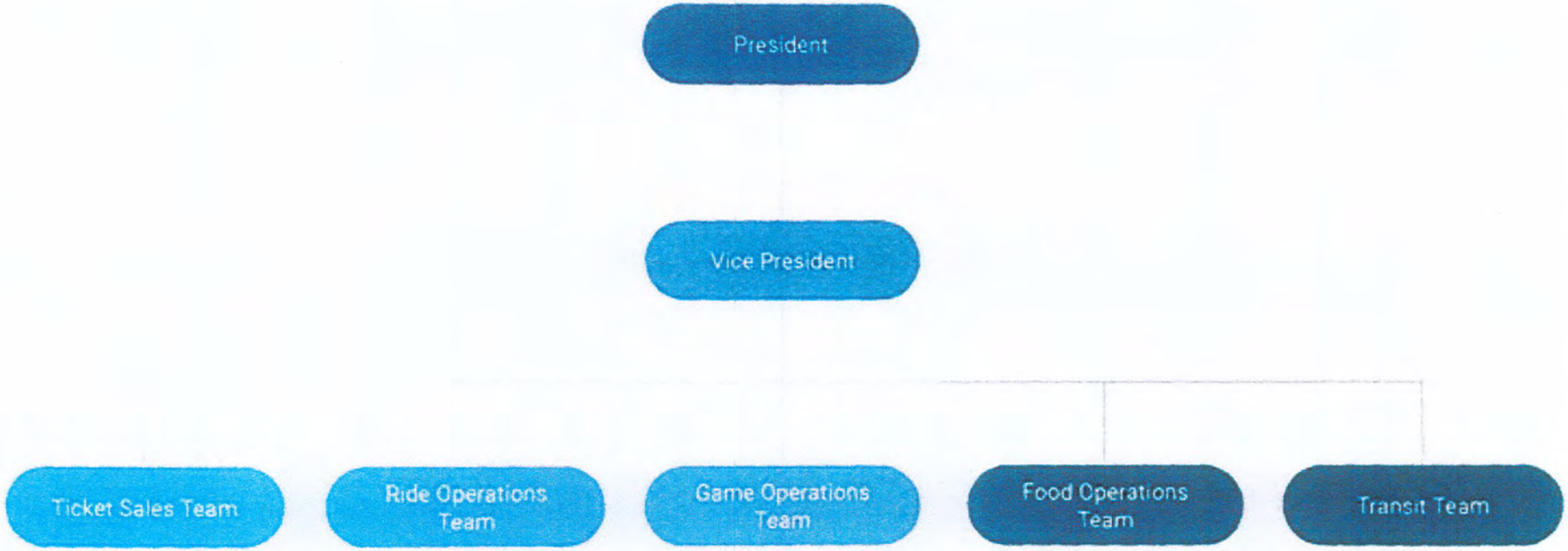
Mr. Robot Activation at SXSW, Austin, TX
2016

- Provided 100 ft tall Giant Ferris Wheel for USA Network's Mr. Robot Series fan experience, bringing to life the show's Coney Island setting, and collaborated with marketing agency to rebrand the Ferris Wheel

SuperBowl, Miami, FL
2020

- Worked with FOX Television to delight SuperBowl fans and give them a birds eye view of South Beach, Miami on a custom branded Masked Singer-themed Ferris Wheel

Big Fun, Inc.


President
Vice President
Ticket Sales Team
Ride Operations Team
Game Operations Team
Food Operations Team
Transit Team

DRAGNI
EXPRESS
FERRIS STATION

Funnel Cakes
Cold Drinks
BOWLER POWER

VILLAGE OF NORTH PALM BEACH
FINANCE DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Samia Janjua, Deputy Village Manager

DATE: December 14, 2023

SUBJECT: **RESOLUTION – Authorize and approve the issuance of a blanket purchase order for Precision Landscape Company of Palm Beach County, Inc. to provide miscellaneous landscaping and grounds maintenance services for various Village Departments**

Village Staff is requesting Village Council consideration and approval of the attached Resolution to issue a FY2024 blanket purchase order for miscellaneous landscaping and grounds maintenance projects to Precision Landscape Company of Palm Beach County, Inc. (Precision) in the amount of $150,000.

Through the adoption of Resolution 2019-107, the Village Council approved a Contract with Precision for landscaping and grounds maintenance services for the Village. Because Precision is the Village's landscape contractor, various Departments reach out to the vendor for additional projects throughout the year as the need arises. The vendor invoices the Village in accordance with the approved itemized pricing provided in the RFP. Some types of projects included in this category are listed below:

- insurance/storm damage items
- mulch
- sod
- pipe
- tree removal
- monthly wet checks
- irrigation

For the month of October, the Village has spent at total of $10,356 on these miscellaneous projects. Based on the historical and current year trend, staff is estimating that a total of $150,000 will be expended for these miscellaneous services in FY 2024 (similar to prior year).

Account Information:

Fund	Department	Account Number	Account Description	Amount
Fund/Account/Department is based on the service location				

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

Recommendation:

Village staff requests Council consideration and approval of the attached Resolution approving the issuance of a blanket purchase order to Precision Landscape Company of Palm Beach County, Inc. in an amount not to exceed $150,000 for miscellaneous landscaping and grounds maintenance 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 FISCAL YEAR 2024 BLANKET PURCHASE ORDER WITH PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC. IN AN AMOUNT NOT TO EXCEED $150,000.00 FOR MISCELLANEOUS LANDSCAPING AND GROUNDS MAINTENANCE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year and require Village Council approval for blanket purchase orders in excess of $25,000; and

WHEREAS, Village Staff is recommending approval of a blanket purchase order for $150,000 with Precision Landscape Company of Palm Beach County, Inc. for miscellaneous landscaping and grounds maintenance projects utilizing pricing establishing in the existing Contract for Landscaping and Grounds Maintenance Services executed in 2019; and

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

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

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

Section 2. The Village Council hereby approves the issuance of a Fiscal Year 2024 blanket purchase order in the amount of $150,000 with Precision Landscape Company of Palm Beach County, Inc. for miscellaneous landscaping and grounds maintenance projects for various Village departments, with funds expended to the appropriate account based on the service location and requesting department.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Village Council

THRU: Chuck Huff, Village Manager

FROM: Keith Davis, Fleet Manager

DATE: December 14, 2023

SUBJECT: **RESOLUTION – FY 2024 CIP Purchase – Public Works Vehicle Replacement**

Vehicle purchases are part of the Village's Capital Improvement Plan. During the FY 2024 budgetary process, Departments identified their need for vehicle purchases (along with the estimated cost) and discussed them with Council at their respective budget workshop sessions. The Public Works Department requested to purchase two vehicles for the Streets Division.

The total cost for the two vehicles is $94,148.15 and a breakdown is provided below:

Vehicle # 1 (Street Utility Body):

Vendor	Duval Ford Jacksonville, Florida
Vehicle	2024 Ford F250 – V8
Pricing	Florida Sheriffs Association Contract # FSA 23-VEL-31 / FSA 23-VEH21
Total Cost	$63,165.67

Vehicle # 2 (Street Pickup):

Vendor	Duval Chevrolet Jacksonville, Florida
Vehicle	2024 Chevrolet Colorado
Pricing	Bradford County Sheriff's Office Contract # BCSO 22-27-1.0
Total Cost	$30,982.48

Funding:
A total of $82,000 was budgeted for the purchase of these vehicles utilizing "General Revenues" within the five-year Capital Improvement Plan (CIP). The "General Revenue" funds for capital items are held in the Village's CIP Fund and transferred to the project account when the item is ready to be purchased. The following budget amendment utilizes $94,149 in CIP funds for this purchase:

Budget Amendment:

Account	Description	Use	Source
K7321-66410	Automotive	$94,149	
K5541-66000	Reserve Expenses - Capital		$94,149
Total Capital Projects Fund		**$94,149**	**$94,149**

The following vehicle will be surplused:

Unit No.	Description	Vin
371	2014 Ford F-150 Pickup	1FTMF1CM4EKD46438

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

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution authorizing the purchase of one (1) Ford F-250 from Duval Ford in an amount not to exceed $63,165.67 pursuant to pricing established in an existing Florida Sheriff's Association Contract and one (1) Chevrolet Colorado from Duval Chevrolet in an amount not to exceed $30,982.48 pursuant to pricing established in an existing Bradford County Sheriff's Office Contract, with funds expended from Account Number K7321-66410 (Streets – Automotive); authorizing the Village Manager to execute the necessary Purchase Agreements and related documents; authorizing the Mayor and Village Clerk to execute the required budget amendment for this purchase and declaring one (1) vehicle as surplus and authorizing its disposal in accordance with Village policies and procedures.

RESOLUTION 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE 2024 FORD F250 FROM DUVAL FORD PURSUANT TO PRICING ESTABLISHED IN AN EXISTING FLORIDA SHERIFF'S ASSOCIATION CONTRACT AND ONE 2024 CHEVROLET COLORADO PURSUANT TO PRICING ESTABLISHED IN AN EXISTING BRADFORD COUNTY SHERIFF'S OFFICE CONTRACT FOR USE BY THE PUBLIC WORKS DEPARTMENT; AUTHORIZING AND DIRECTING THE MAYOR AND VILLAGE CLERK TO AMEND THE CAPITAL PROJECTS FUND BUDGET TO TRANSFER $94,140.00 FROM THE CAPITAL RESERVE ACCOUNT TO THE PUBLIC WORKS/STREETS AND GROUNDS – AUTOMOTIVE CAPITAL ACCOUNT; DECLARING A SPECIFIED VEHICLE AS SURPLUS PROPERTY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department is requesting the purchase of two vehicles as listed on the Capital Improvement Plan ("CIP") utilizing CIP funds; and

WHEREAS, Village Staff recommends the purchase of one 2024 Ford F250 – V8 from Duval Ford pursuant to pricing established in an existing Florida Sheriff's Association Contract (FSA 23-VEL-31/FSA 23-VEH21) and one 2024 Chevrolet Colorado from Duval Chevrolet pursuant to an existing Bradford County Sheriff's Office Contract (BCSO 22-27-1.0); and

WHEREAS, the Village Council seeks to amend the current capital projects fund budget to transfer $94,149.00 from the Capital Reserve Account to the Public Works/Streets and Grounds Automotive Capital Account to fund the purchase of the vehicles; and

WHEREAS, the Village Council wishes to declare one existing vehicle as surplus property and authorize its disposal; and

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

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

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

Section 2. The Village Council hereby approves the purchase of one 2024 Ford F250 – V8 from Duval Ford pursuant to pricing established in an existing Florida Sheriff's Association Contract (FSA 23-VEL-31/FSA 23-VEH21) and one 2024 Chevrolet Colorado from Duval Chevrolet pursuant to an existing Bradford County Sheriff's Office Contract (BCSO 22-27-1.0). The total amount expended for these vehicles shall not exceed $94,148.15, with funds expended from Account No. K7321-66410 (Public Works/Streets and Grounds – Automotive).

Section 3. In order to fund this expenditure, the Village Council hereby approves a budget amendment for the transfer of funds as indicated below:

Budget Amendment:

Account	Description	Use	Source
K7321-66410	Automotive	$94,149	
K5541-66000	Reserve Expenses - Capital		$94,149
Total Capital Projects Fund		**$94,149**	**$94,149**

Section 4. 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 5. Upon delivery, acceptance, and placement into service of the new vehicles, the Village Council declares the following vehicle as surplus property and authorizes its disposal in accordance with Village policies and procedures:

Unit No.	Description	Vin
371	2014 Ford F-150 Pickup	1FTMF1CM4EKD46438

Section 6. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 7. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

Prepared for:

Village of North Palm Beach
Keith Davis
kdavis@village-npb.org

Contract Holder 11/14/2023

Duval Ford
Jared Davis
(Work) 904-388-2144
(Fax) 904-387-6816
jared.davis@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32254

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

$90 Parts Q

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 23-VEL-31 / FSA 23-VEH21. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Rate/ Hr		Code	Equipment	UNIT PRICE	EXTENDED
	1	F2A SOUTH	Item 114: 2024 Ford F250 Regular Cab 142"WB 4x2. Power Windows, Locks, Keyless Entry	$ 41,820.00	$ 41,820.00
	1	Z1	Oxford White	$ -	$ -
	1	AS	Medium Dark Slate cloth; 40/20/40 front	$ -	$ -
	1	99A.44F	6.8L 2V DEVCT NA PFI V8 Gas (Flex Fuel)/TorqShift-G Ten- Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) N/A on (X3C & W3C)	$ -	$ -
Labor Hours.	1	18B REG	Platform Running Boards	$ 317.60	$ 317.60
				$ -	$ -
0	1	31*	Ship Thru Qualified body modifier. Includes second stage mso, body certification label and pre-delivery inspection.	$ 625.00	$ 625.00
0	1	KSB 3	8' Knapheide 696 SRW 56" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 13,319.67	$ 13,319.67
0	1	LG 1	1300# Tommy Gate G260 1342 Tp27 Steel Platform	$ 4,254.25	$ 4,254.25
0	1	SBO 2	Replace Camera	$ 326.40	$ 326.40
0	1	SBO 68	Spray Line Top & Cargo Area 8'	$ 1,224.00	$ 1,224.00
0	1	SBO 71	Spray Line Bumper	$ 272.00	$ 272.00
0	1	LED PKG 1	4 Corner Flashing System (2 Surface Mounted In Grille , 2 In Tail Lights) (Specify Color At Time Of Order)	$ 833.75	$ 833.75
0	1	NOTE:	COLOR: AMBER/WHITE	$ -	$ -
0	1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP)	$ 125.00	$ 125.00
0	1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	$ 48.00	$ 48.00
0					
UNIT COST					$ 63,165.67

TOTAL QUANTITY 1 ***TOTAL PURCHASE*** $ 63,165.67

Village of North Palm Beach

Prepared for:

Village of North Palm Beach
Keith Davis
kdavis@village-npb.org

Contract Holder 11/14/2023

Duval Chevrolet
Jared Davis
(Work) 904-381-6595
jared.davis@duvalmotor.com
405 Lane Ave N
Jacksonville, FL 32254

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

Labor Hours. $90/ Hr

Parts Quantity	Code	Equipment	OEM Price Level:	BCSO Contract Price	
	2024 14C43	**2024 Chevrolet Colorado 2WT**	$ 28,143.00	$ 27,722.36	Section One: VEHICLE
	OEM freight	Factory Destination	$ 1,595.00	$ 1,621.32	
	Exterior Paint	Summit White	$ -	$ -	
	Interior	Jet Black cloth	$ -	$ -	
	L2R/N8R	2.7L Turbo/8-spd auto	$ -	$ -	
	Discount	Government Concession reflected in Base Vehicle Price			
	Ceiling Markup	Primary Awardee Ceiling Markup	1.65%		
	Discount	Discount off invoice reflected in Base Vehicle Price	$ (485.00)		
	Ceiling Percentage Markup: Lighting		29%		
4	4	(2) Surface mounted lights in grille; (2) in tail lights (AMBER/WHITE)	$ 105.00	$ 541.80	
	Final Delivery				Section 4: FINAL DELIVERY
4	Labor	Total Labor Hours for installation of parts	$ 360.00	$ 360.00	
	Freight	Freight on Parts	$ -	$ -	
282	33408	Destination & Fuel to end user zip code (calculated from 32210 to EU zip Code)	$ 2.00	$ 564.00	
	Tag	New FL City Tag, processing and handling by dealer	$ 173.00	$ 173.00	
	Warranty	Extended Warranty excluded	$ -	$ -	
	NOTE				

UNIT COST $ 30,982.48

TOTAL QUANTITY 1 *TOTAL PURCHASE* $ 30,982.48

VILLAGE OF NORTH PALM BEACH
OFFICE OF THE VILLAGE CLERK

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jessica Green, Village Clerk

DATE: December 14, 2023

SUBJECT: **RESOLUTION** – Participation Agreement with Palm Beach County for Publication of Legal Notices on County Designated Publicly Accessible Website and Amending the Purchasing Policies and Procedures

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Due to the enactment of Senate Bill 7049, governmental agencies have permission under certain circumstances, to publish legal notices on a publicly accessible website designated by the County in lieu of publishing in a printed newspaper

Staff received a phone call from a representative of Civic Plus LLC informing the Village that Palm Beach County had entered into an agreement with Civic Plus, LLC as the County's "Publicly Accessible Website". Subsequently, a virtual meeting took place between staff and representatives of Civic Plus LLC where the process for entering into a Governmental Agency Order with Palm Beach County and Civic Plus LLC to utilize the publicly accessible website to publish legal notices was outlined.

The following are the costs included in Exhibit B of the Agreement and associated with the Order:

One Time Implementation: **$2,000 each participant**

Annual Cost – Year 1: **$6,000** ***(Tier 2: Municipality with a population between 10,000 and 39,999)***

<u>Early Adopter Incentive</u>: Governmental Agencies that execute a Participation Agreement and an Order prior to December 31, 2023, will receive a 100% waiver of one-time implementation fees.

<u>Annual Price Adjustment</u>: The Annual Rates shown in this Exhibit B will increase by 3% annually, beginning on the first anniversary of the Effective Date of this Agreement and each anniversary thereafter.

Per the newly enacted law, the Village is not obligated to utilize the website for publishing legal notices, but presents an efficient and cost effective alternative to publishing legal notices in print newspapers.

The Village has spent an average of $8,700 per fiscal year over the last three (3) fiscal years on legal advertisements, which include Ordinances, Special Exceptions, Requests for Proposals, Elections etc.

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

<u>Recommendation:</u>

Village Staff requests Council consideration and approval of the attached Resolution approving a Participation Agreement with Palm Beach County for publication of legal notices on the County designated publicly accessible website, authorizing the Village Manager and Village Clerk to execute all documents required for such participation, and amending the Village's purchasing policies and procedures to allow for publication on the website in lieu of a newspaper of general circulation.

RESOLUTION 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PARTICIPATION AGREEMENT WITH PALM BEACH COUNTY FOR PUBLICATION OF LEGAL NOTICES ON THE COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE AND AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE ALL DOCUMENTS REQUIRED FOR SUCH PARTICIPATION; REVISING THE VILLAGE'S PURCHASING POLICIES AND PROCEDURES TO ALLOW FOR PUBLICATION ON THE WEBSITE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village received notification from Palm Beach County of its Agreement with CivicPlus, LLC for a County-designated publicly accessible website for publication of legal notices that the Village is eligible to utilize; and

WHEREAS, the Village's participation requires the execution of a Participation Agreement with Palm Beach County, the agency responsible for administering the funds and ensuring compliance with all legal requirements; and

WHEREAS, the Village wishes to revise its Purchasing Policies and Procedures to allow publication of required notices on the website in lieu of newspaper publication; and

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

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

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

Section 2. The Village Council hereby approves the Participation Agreement with Palm Beach County for Publication of Legal Notices on County Designated Publicly Accessible Website, a copy of which is attached hereto and incorporated herein by reference. The Village Council authorizes the Village Manager and Village Clerk to execute all documents necessary to effectuate publication of legal notices on the County-designated website.

Section 3. The Village Council hereby amends the Village's purchasing policies and procedures, as set forth the Accounting Policies & Procedures Manual for Internal Controls, to allow publication on the County-designated website in lieu of publication in a newspaper of general circulation.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

R2023 1269 SEP 12 2023

AGREEMENT BETWEEN PALM BEACH COUNTY AND CIVICPLUS, LLC, FOR COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE FOR PUBLICATION OF LEGAL NOTICES

This Agreement ("Agreement") is made and entered by and between Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners ("County"), and CivicPlus, LLC, a Kansas limited liability company ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.

B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.

C. Pursuant to Section 50.0311, Florida Statutes, County has designated CivicPlus, LLC, as County's publicly accessible website ("Website") for publication of notices and advertisements ("Publications"), subject to the terms and conditions set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Palm Beach County, Florida.

1.3. **Code** means the Palm Beach County Code of Ordinances.

1.4. **Contract Administrator** means the Director of Records, Tax, & Treasury, the Assistant Director of Records, Tax, & Treasury, or such other person designated by the Director of Records, Tax, & Treasury in writing.

1.5. **Governmental Agency(ies)** has the meaning ascribed in Section 50.0311, Florida Statutes.

1.6. **Notices** means the publication of text or other information pursuant to an Order issued by a Governmental Agency under this Agreement.

1.7. **Purchasing Director** means County's Director of Purchasing.

1.8. **Services** means all work required of CivicPlus, LLC, under this Agreement, including without limitation all deliverables, consulting, training, project management, other services

specified in the Scope of Services attached as Exhibit A, and any Services procured under this Agreement pursuant to an Order.

1.9. **Subcontractor** means an entity or individual providing Services to County through CivicPlus, LLC. The term "Subcontractor" includes all subconsultants.

ARTICLE 2. EXHIBITS

Exhibit A	**Scope of Services**
Exhibit B	**Rates**
Exhibit C	**Minimum Insurance Coverages**
Exhibit D	**Order Form**
Exhibit E	**Form Participation Agreement**
Exhibit F	**ETS Security Requirements**
Exhibit G	**Form Proof of Publication**

ARTICLE 3. SCOPE OF SERVICES, TRAINING, AND METHOD OF ORDERING

3.1. Services Description. CivicPlus, LLC, will provide a publicly accessible website ("Website") that complies with the requirements of Exhibit A and such additional Services as Palm Beach County may order through an appropriate Order (as defined herein). The Website will provide on-demand access to an unlimited number of users, and concurrent users, support an unlimited number of submitted Notices, and offer 24/7 access. CivicPlus, LLC, shall provide all necessary software, licensing, maintenance, and training required to deliver access to the Website for each Governmental Agency that issues an Order, and to provide public access to all Notices posted on the Website. CivicPlus, LLC, will ensure that the Website complies with all applicable Florida and federal laws, including without limitation, the relevant provisions of Chapter 50, Florida Statutes, and the Americans with Disabilities Act, 42 U.S.C. § 12101. Notwithstanding the foregoing, CivicPlus, LLC, shall not be liable for any non-compliant content of Notices, provided by County, published on the Website by or at the request of any Governmental Agencies.

3.2. Method of Ordering Services. A Governmental Agency may select the type, amount, and timing of Services pursuant to an order ("Order") in substantially the form attached as Exhibit D executed by Palm Beach County. Prior to accepting an Order, CivicPlus, LLC, shall ensure the applicable Palm Beach County has a Participation Agreement (sample form attached as Exhibit E) executed by County and Governmental Agency. If a Governmental Agency has a Participation Agreement executed by County, CivicPlus, LLC, shall accept all Orders issued by that Governmental Agency. CivicPlus, LLC, shall not provide any Services to a Governmental Agency pursuant to this Agreement until a Participation Agreement is on file executed by County and that Governmental Agency. For each Order accepted by CivicPlus, LLC, pursuant to this Section 3.3, CivicPlus, LLC, shall perform all Services specified therein; each Order is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by CivicPlus, LLC, impractical, illogical, illegal, or unconscionable.

3.3. CivicPlus, LLC, may continually develop, alter, deliver, and provide to the Governmental Agencies ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus, LLC, reserves the right to modify the Services from time to time, provided the Services continue to provide at least the minimum functionality stated in Exhibit A. Any modifications or improvements to the Services will be provided to the Governmental Agencies at no additional charge.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues for a period of two (2) years ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term, Extension Term(s), and any Additional Extension as defined in this article are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to three (3) additional twelve (12) month terms (each an "Extension Term") on the same rates, terms, and conditions stated in this Agreement by sending notice to CivicPlus, LLC, at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to exercise any Extension Term(s), and notice of same to CivicPlus, LLC, only by electronic mail shall be effective and sufficient.

4.3. Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no Extension Term remains available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in Services deemed necessary by County, then the Purchasing Director may extend this Agreement for period(s) not to exceed three (3) months in the aggregate ("Additional Extension") on the same rates, terms, and conditions as existed at the end of the then-current term. The Purchasing Director may exercise the Additional Extension by written notice to CivicPlus, LLC, at least thirty (30) days prior to the end of the then-current term stating the duration of the Additional Extension. The Additional Extension must be within the authority of the Purchasing Director or otherwise authorized by the Board.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

4.5. Time of the Essence. Time is of the essence for CivicPlus, LLC,'s performance of the duties, obligations, and responsibilities required by this Agreement. Notwithstanding the foregoing, CivicPlus, LLC, shall only be liable or responsible for delays or failures of performances caused by the action or inaction of CivicPlus, LLC.

ARTICLE 5. RATES AND COMPENSATION

5.1. Rates. The rates for the Services to be provided to Governmental Agencies pursuant to executed Orders under this Agreement are set forth in Exhibit B (Rates).

5.2. Method of Billing and Payment. Payment shall be made by the Governmental Agency issuing the Order, and only for Services actually purchased pursuant to that Order, which amount shall be accepted by CivicPlus, LLC, as full compensation for all such Services.

5.2.1. Unless otherwise stated in Exhibit B, CivicPlus, LLC, must submit invoices no more often than once annually, no more than ninety (90) days prior to end of the current Order term. Invoices shall identify the Order for which Services are being invoiced. Invoices shall require payment in forty-five (45) days.

5.2.2. CivicPlus, LLC, must pay Subcontractors and suppliers within fifteen (15) days after receipt of payment for such subcontracted work or supplies. CivicPlus, LLC, agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days after receipt of payment of retained amounts. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement, unless CivicPlus, LLC, demonstrates to Contract Administrator's satisfaction that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, CivicPlus, LLC, promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. CivicPlus, LLC, shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.2.3. CivicPlus, LLC, will be solely responsible for invoicing each Governmental Agency directly for the Services. County will not have any obligation, financial or otherwise, to either pay CivicPlus, LLC, for services provided to any Governmental Agency or to assist CivicPlus, LLC, in obtaining payment from a Governmental Agency procuring Services from CivicPlus, LLC, pursuant to this Agreement.

5.3. Reimbursable Expenses. CivicPlus, LLC, shall not be reimbursed for any expenses it incurs unless expressly provided for in this Agreement.

5.4. Subcontractors. CivicPlus, LLC, shall invoice Subcontractor fees only in the actual amount paid by CivicPlus, LLC,, without markup or other adjustment.

5.5. Overcharges. If an audit reveals overcharges of any nature by CivicPlus, LLC, in excess of five percent (5%) of the total amount billed in the invoice where the overcharge occurred, CivicPlus, LLC, must refund the overbilled amount within forty-five (45) days after demand.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. CivicPlus, LLC, represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of CivicPlus, LLC, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that CivicPlus, LLC, has with any third party or violates Applicable Law. CivicPlus, LLC, further represents and warrants that execution of this Agreement is within CivicPlus, LLC,'s legal powers, and each

individual executing this Agreement on behalf of CivicPlus, LLC, is duly authorized by all necessary and appropriate action to do so on behalf of CivicPlus, LLC, and does so with full legal authority.

6.2. Solicitation Representations. CivicPlus, LLC, represents and warrants that all statements and representations made in CivicPlus, LLC,'s proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date CivicPlus, LLC, executes this Agreement, unless otherwise expressly disclosed in writing by CivicPlus, LLC.

6.3. Contingency Fee. CivicPlus, LLC, represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for CivicPlus, LLC, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4. Truth-In-Negotiation Representation. CivicPlus, LLC,'s compensation under this Agreement is based upon its representations to County, and CivicPlus, LLC, certifies that the wage rates, factual unit costs, and other information supplied to substantiate CivicPlus, LLC,'s compensation, including without limitation those made by CivicPlus, LLC, during the negotiation of this Agreement, are accurate, complete, and current as of the date CivicPlus, LLC, executes this Agreement. CivicPlus, LLC,'s compensation may be reduced by County, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to County as the basis for CivicPlus, LLC,'s compensation in this Agreement.

6.5. Public Entity Crime Act. CivicPlus, LLC, represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. CivicPlus, LLC, further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CivicPlus, LLC, has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. CivicPlus, LLC, represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. CivicPlus, LLC, represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. CivicPlus, LLC, represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against Contractor. CivicPlus, LLC, represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of CivicPlus, LLC, threatened against or affecting CivicPlus, LLC,, the outcome of which may (a) affect the validity or enforceability of this Agreement,

(b) materially and adversely affect the authority or ability of CivicPlus, LLC, to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of CivicPlus, LLC, or on the ability of CivicPlus, LLC, to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. CivicPlus, LLC, represents that CivicPlus, LLC, and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If CivicPlus, LLC, violates this section, County may immediately terminate this Agreement for cause and CivicPlus, LLC, shall be liable for all costs incurred by County due to the termination.

6.9. Warranty of Performance. CivicPlus, LLC, represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. CivicPlus, LLC, represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such services.

6.10. Prohibited Telecommunications Equipment. CivicPlus, LLC, represents and certifies that CivicPlus, LLC, and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. CivicPlus, LLC, represents and certifies that CivicPlus, LLC, and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.11. Breach of Representations. CivicPlus, LLC, acknowledges that County is materially relying on the representations, warranties, and certifications of CivicPlus, LLC, stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to CivicPlus, LLC,; (c) set off from any amounts due CivicPlus, LLC, the full amount of any damage incurred; and (d) debarment of CivicPlus, LLC.

ARTICLE 7. INDEMNIFICATION

CivicPlus, LLC, shall indemnify, hold harmless, and defend County, each Governmental Agency, and all of County's and each Governmental Agency's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all third-party causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part by any breach of this Agreement by CivicPlus, LLC, or any

intentional, reckless, or negligent act or omission of CivicPlus, LLC, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, CivicPlus, LLC, shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. INSURANCE

8.1. Throughout the Term, CivicPlus, LLC, shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this article. CivicPlus, LLC, shall maintain insurance coverage against claims relating to any act or omission by CivicPlus, LLC, its agents, representatives, employees, or Subcontractors in connection with this Agreement. Palm Beach County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2. CivicPlus, LLC, shall ensure that "Palm Beach County" and each Governmental Agency that issues an Order is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

8.3. No more than fifteen (15) days following commencement of Services, as may be requested by County, CivicPlus, LLC, shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, CivicPlus, LLC, shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4. CivicPlus, LLC, shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required by CivicPlus, LLC, has been completed, as determined by Contract Administrator. CivicPlus, LLC, or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

8.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

8.6. If CivicPlus, LLC, maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by CivicPlus, LLC.

8.7. CivicPlus, LLC, shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. CivicPlus, LLC, shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require CivicPlus, LLC, to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. CivicPlus, LLC, agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and CivicPlus, LLC, agrees to obtain same in endorsements to the required policies.

8.8. Unless prohibited by the applicable policy, CivicPlus, LLC, waives any right to subrogation that any of CivicPlus, LLC,'s insurers may acquire against County, and agrees to obtain same in an endorsement of CivicPlus, LLC,'s insurance policies.

8.9. CivicPlus, LLC, shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of CivicPlus, LLC, under this article. CivicPlus, LLC, shall ensure that all such Subcontractors comply with these requirements and that "Palm Beach County" is named as an additional insured under the Subcontractors' applicable insurance policies. CivicPlus, LLC, shall not permit any Subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

8.10. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, CivicPlus, LLC, must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) business days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, CivicPlus, LLC,'s failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

Unless otherwise stated in this Agreement, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2

effective thirty (30) days after such notice was provided and CivicPlus, LLC, shall be eligible for the compensation provided in Section 9.2 as its sole remedy.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the County with at least thirty (30) days advance written notice to CivicPlus, LLC. CivicPlus, LLC, acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to CivicPlus, LLC, of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, CivicPlus, LLC, shall be paid for any Services performed through the termination date specified in the written notice of termination, and County shall have no further obligation to pay CivicPlus, LLC, for Services under this Agreement.

9.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

9.5. Termination of Orders.

9.5.1. Termination of Orders for Cause. An Order may be terminated for cause by CivicPlus, LLC, or by the applicable Governmental Agency if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. An Order may be terminated for cause by Governmental Agency for reasons including, but not limited to, CivicPlus, LLC,'s failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in an Order, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

9.5.2. Termination of Orders for Reasons Other than Cause. An Order may also be terminated by CivicPlus, LLC, or by the applicable Governmental Agency with at least sixty (60) days advance written notice to the other party. The terminating party acknowledges that it has received good, valuable, and sufficient consideration for the other party's right to terminate an Order for convenience including in the form of the other party's obligation to provide advance notice of such termination in accordance with this section. If an Order is terminated by Governmental Agency pursuant to this section, CivicPlus, LLC, shall be paid for any Services performed through the termination date specified in the written notice of termination, CivicPlus, LLC, will provide a pro rata refund of any prepaid annual fees for the terminated Services that were not provided, excluding any

Implementation Fee which is non-refundable, and Governmental Agency shall have no further obligation to pay CivicPlus, LLC, for Services under that Order.

9.5.3. Notice of termination of an Order shall be provided in accordance with the "Notices" section of this Agreement to the addresses listed on the Order.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY

10.1. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CivicPlus, LLC, shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

10.2. By January 1 of each year, CivicPlus, LLC, must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available http://www.pbcgov.org/oebo, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

ARTICLE 11. MISCELLANEOUS

11.1. Contract Administrator Authority.

11.1.1. County Contract Administrator. The Contract Administrator is authorized to coordinate and communicate with CivicPlus, LLC, to manage and supervise the performance of this Agreement. CivicPlus, LLC, acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Palm Beach County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Palm Beach County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.1.2. Governmental Agency Contract Manager. Governmental Agency may appoint a Contract Manager that is authorized to coordinate and communicate with CivicPlus, LLC, to manage and supervise the performance of its Order(s). CivicPlus, LLC, acknowledges that the Governmental Agency Contract Manager has no authority to modify this Agreement, and only has authority over Order(s) issued by that Governmental Agency and not over Order(s) issued by any other Governmental Agency.

11.2. Public Records. Notwithstanding anything else in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If CivicPlus, LLC, is acting on behalf of County as stated in Section 119.0701, Florida Statutes, CivicPlus, LLC, shall:

11.2.1. Keep and maintain public records required by County to perform the Services;

11.2.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

11.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

11.2.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of CivicPlus, LLC, or keep and maintain public records required by County to perform the services. If CivicPlus, LLC, transfers the records to County, CivicPlus, LLC, shall destroy any duplicate public records that are exempt or confidential and exempt. If CivicPlus, LLC, keeps and maintains the public records, CivicPlus, LLC, shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If CivicPlus, LLC, receives a request for public records regarding this Agreement or the Services, CivicPlus, LLC, must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

CivicPlus, LLC, must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that CivicPlus, LLC, contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which CivicPlus, LLC, asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, CivicPlus, LLC, must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, CivicPlus, LLC, must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by CivicPlus, LLC, as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by CivicPlus, LLC,, or the claimed exemption is waived. Any failure by CivicPlus, LLC, to strictly comply with

the requirements of this section shall constitute CivicPlus, LLC,'s waiver of County's obligation to treat the records as Restricted Material. CivicPlus, LLC, must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CIVICPLUS, LLC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CIVICPLUS LLC,'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC AFFAIRS DEPARTMENT AT 561-355-6680, recordsrequest@pbcgov.org, 301 N. OLIVE AVENUE, WEST PARM BEACH FL, 33401.

11.3. Audit Rights and Retention of Records. County and Governmental Agency shall have the right to audit the books, records, and accounts of CivicPlus, LLC, and all Subcontractors that are related to this Agreement. CivicPlus, LLC, and all Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CivicPlus, LLC, and all Subcontractors shall make same available in written form at no cost to County or Governmental Agency. CivicPlus, LLC, shall provide County and Governmental Agency with reasonable access to CivicPlus, LLC's, facilities, and County or Governmental Agency shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

CivicPlus, LLC, and all Subcontractors shall preserve and make available, at reasonable times within Palm Beach County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and CivicPlus, LLC, expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). CivicPlus, LLC, hereby grants County the right to conduct such audit or review at CivicPlus, LLC,'s place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. CivicPlus, LLC, shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section reveals overpricing or overcharges to County of any nature by CivicPlus, LLC, in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, CivicPlus, LLC, shall pay the reasonable cost of County's audit. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to CivicPlus, LLC.

CivicPlus, LLC, shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

11.4. Independent Contractor. CivicPlus, LLC, is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither CivicPlus, LLC, nor its agents shall act as officers, employees, or agents of County. CivicPlus, LLC, shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.5. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

11.6. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement or an Order, nothing herein is intended to serve as a waiver of sovereign immunity by County or a Governmental Agency nor shall anything included herein be construed as consent by County or a Governmental Agency to be sued by third parties in any matter arising out of this Agreement.

11.7. Third-Party Beneficiaries. Any Governmental Agency that has executed a Participation Agreement and an Order is expressly made a third-party beneficiary of this Agreement with full power and authority to enforce this Agreement to the same effect as if it had expressly been made a party hereto. Other than a Governmental Agency with an executed Participation Agreement and at least one Order, neither CivicPlus, LLC, nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.8. Notice and Payment Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for CivicPlus, LLC. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:
Board of County Commissioners
Palm Beach County Finance Dept.
P. O. Box 4036
West Palm Beach, FL 33402-4036
Email address: payables@mypalmbeachclerk.com

FOR CONTRACTOR:
CivicPlus, LLC
Attn: Contract Manager
302 S. 4th Street, Ste 500
Manhattan, KS 66502
Email address: contracts@civicplus.com

11.9. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by CivicPlus, LLC, without the prior written consent of the County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. The county reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

11.10. Conflicts. Neither CivicPlus, LLC, nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CivicPlus, LLC's, loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of the CivicPlus, LLC's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or CivicPlus, LLC, is not a party unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of the County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude the CivicPlus, LLC, or any persons in any way from representing themselves, including giving expert testimony in support of such representation in any action or in any administrative or legal proceeding. If the CivicPlus, LLC, is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, CivicPlus, LLC, shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as CivicPlus, LLC.

11.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.12. Compliance with Laws. CivicPlus, LLC, and the Services must comply with all Applicable Laws, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

11.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

11.14. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days unless otherwise expressly stated. Any reference to approval by County shall require approval in writing unless otherwise expressly stated.

11.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement, or any Order, and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

11.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

11.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and CivicPlus, LLC.

11.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and

contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

11.20. Payable Interest.

11.20.1. Payment of Interest. Unless prohibited by Applicable Law, Governmental Agency shall not be liable for interest to CivicPlus, LLC, for any reason, whether as prejudgment interest or for any other purpose, and CivicPlus, LLC, waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.20.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by Governmental Agency under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

11.22. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

11.23. Use of County Name or Logo. CivicPlus, LLC, shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

11.24. Drug-Free Workplace. If required under Section 21.23(f), Palm Beach County Administrative Code, or Section 287.087, Florida Statutes, CivicPlus, LLC, certifies that it has and will maintain a drug-free workplace program throughout the Term.

11.25. Polystyrene Food Service Articles. CivicPlus, LLC, shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Palm Beach County Administrative Code.

11.26. Additional Security Requirements. CivicPlus, LLC, shall comply with the ETS Security Requirements attached hereto as Exhibit F, which shall be applicable to the Website and all Services provided pursuant to Orders issued under this Agreement.

11.27. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS. Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

11.28. CRIMINAL HISTORY RECORDS CHECK ORDINANCCRIMINAL HISTORY RECORDS CHECK ORDINANCE CivicPlus, LLC, CivicPlus, LLC's employees, subcontractors of CivicPlus, LLC and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. CivicPlus, LLC is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, CivicPlus, LLC acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
PALM BEACH COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Mayor authorized to execute same by Board action on the _____day of SEP 12 2023, 2023, and CivicPlus, LLC, signing by and through its _____duly authorized to execute same.

R2023 1269

COUNTY

PALM BEACH COUNTY, by and through its County Commissioners

By: _____
Gregg Weiss, Palm Beach County Mayor

12th day of September, 2023

By: Anne Helfant 9/5/23
Anne Helfant (Date)
Senior Assistant County Attorney
Legal Sufficiency

By: _____
Archie Satchell (Date)
Chief Information Officer
Terms and Conditions

AGREEMENT BETWEEN PALM BEACH COUNTY AND CIVICPLUS, LLC, FOR COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE FOR PUBLICATION OF LEGAL NOTICES

CONTRACTOR

CIVICPLUS, LLC

By: _____
Authorized Signer

Amy Vikander, Senior VP of Customer Success
Print Name and Title

28 day of June, 2023

WITNESS:

By: _____
Signature

Phillip Devine
Print Name of Witness

Exhibit A
Scope of Services

CivicPlus, LLC, shall provide a Website utilizing its CivicPlus Optimize Product, which shall include the following:

Quantity	Product Name	Description	Product Type
1.00	Process Automation Premium Package	Process Automation Premium Package	Renewable
1.00	Forms & Apps	Forms & Apps	Renewable
1.00	Data Manager Module	Data Manager Module	Renewable
1.00	OB Connectors, PA	OB Connectors, PA	Renewable
1.00	Workflow & Approvals Module	Workflow & Approvals Module	Renewable
1.00	Process Automation	CivicPlus, LLC,'s team will document process workflow and work with Governmental Agencies to build, configure, and style the Website.	One-time

CivicPlus, LLC, shall submit final Website design and layout to County's Contract Administrator for approval. Website shall not "go-live" to the public or be useable by Governmental Agencies for publication of Notices until County's Contract Administrator has issued written approval of the final Website design and layout. CivicPlus, LLC, shall be the sole owner of the URL, domain, and Website, and the Parties agree that County is simply designating Website as its publicly accessible website pursuant to this Agreement.

Website Requirements. The Website must provide at least the following functionality:

a. All text must be machine-readable.

b. Notices must be searchable by any available criteria, including but not limited to, agency, date of publication, key word, title, and category (e.g., procurement, land use, etc.).

c. Notices must indicate the date the Notice was first published on the Website.

d. The Website must offer Governmental Agencies the ability to link procurement notices to external websites.

e. The Website must be capable of generating an affidavit of proof of publication form consistent with Section 50.041, Florida Statutes, in a form substantially similar to Exhibit G.

f. The Website must provide the ability to attach a PDF (or other document format) as part of the Notice.

g. The Website must provide the ability to create templates to facilitate the creation and distribution of specific Notices.

h. The Website must provide the public the ability to request mail or e-mail notification of the applicable Governmental Agency of any/all Notices published by that Governmental Agency to the Website provide notice to each applicable Governmental Agency of all such requests, and provide the ability for the applicable Governmental Agency to download a registry of the names, addresses, and e-mail addresses of persons who have submitted such requests.

i. For Notices by e-mail, the Website will autogenerate and send the Notices once published by Governmental Agency. For Notices by first-class mail, the participating Governmental Agency will be responsible for mailing applicable Notices.

j. The Website must be responsive in design and able to function on desktops, tablets, and mobile web browsers and platforms, including compatibility with Edge, Chrome, Safari, Firefox, and all current browsers on Microsoft (Windows), Google (Chrome, Android), and Apple operating systems, and future web browsers and platforms that may become available.

Training Requirements. CivicPlus, LLC, shall provide a quarterly training session open to all Governmental Agencies that have issued executed a Participation Agreement. As part of this training, CivicPlus, LLC, shall provide updates regarding CivicPlus, LLC,'s product road map, new features, and functionalities. The quarterly training date shall be announced no less than thirty (30) days before the training date. The training(s) may be held at a location within Palm Beach County or online, as designated by CivicPlus, LLC, subject to County approval.

Project Schedule; Go-Live Date. CivicPlus, LLC, shall complete all Website design, configuration, testing, and other required preparatory activity to enable Governmental Agencies access to the Website for the publication of Notices no later than 60 days after the execution of the first Participation Agreement under this Agreement.

Contractor Support.

a. CivicPlus, LLC, will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Governmental Agency will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).
b. CivicPlus, LLC, provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus, LLC,'s support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes,

CivicPlus, LLC,'s support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Governmental Agency delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

c. CivicPlus, LLC,'s support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Governmental Agency will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new). After-hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Governmental Agency at the time of the request and will be subject to Governmental Agency acceptance and invoiced the next business day following the non-emergency support. CivicPlus, LLC, shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any Order.

d. If a reported problem cannot be solved during the first support interaction, Governmental Agency will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus, LLC, is not responsible.

Warranty. CivicPlus, LLC, warrants that the Services and Website will perform substantially in accordance with CivicPlus, LLC,'s documentation and marketing proposals, and free of any material defect. CivicPlus, LLC, warrants to the Governmental Agency that, upon notice given to CivicPlus, LLC, of any defect in design or fault or improper workmanship, CivicPlus, LLC, will remedy any such defect. CivicPlus, LLC, makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, LLC,, even in a situation where CivicPlus, LLC, approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus, LLC.

Exhibit B
Rates

The following rates apply to all Orders issued pursuant to this Agreement:

	One-Time Implementation	Annual - Year 1	TOTAL - Year 1
Tier 5: Palm Beach County	**$2,000**	**$18,000**	**$20,000**
Tier 4: Municipality with Population = 90,000 or greater	$2,000	$8,000	$10,000
Tier 3: Municipality with Population = 40,000 - 89,999	**$2,000**	**$7,000**	**$9,000**
Tier 2: Municipality with Population = 10,000 - 39,999	$2,000	$6,000	$8,000
Tier 1: Municipality with Population = 9,999 or fewer	**$2,000**	**$5,000**	**$7,000**
Tier 0: Special District/Non-Municipal/Constitutional Officer	$2,000	$5,000	$7,000

Early Adopter Incentive. Governmental Agencies that execute a Participation Agreement and an Order prior to December 31, 2023, will receive a 100% waiver of one-time implementation fees.

Annual Price Adjustment. The Annual Rates shown in this Exhibit B will increase by 3% annually, beginning on the first anniversary of the Effective Date of this Agreement and each anniversary thereafter.

*Year 1 means the time period from the Effective Date of this Agreement and continuing for a period of twelve months. Governmental Agencies will be charged the then-current Annual Rate effective as of the date of their Order and each anniversary thereof.

Exhibit C
Minimum Insurance Requirements

ARTICLE - INSURANCE REQUIREMENTS

The CONTRACTOR shall maintain at its sole expense, in force and effect, at all times during the term of this Contract, at least t he insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by t h e CONTRACTOR, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations assumed by t h e CO N T RA CT O R under the Contract. The CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage and endorsements shall apply on a primary basis and non-contributory basis.

A. **Commercial General Liability**: The CONTRACTOR shall maintain Commercial General Liability insurance at a limit of liability not less than $1,000,000 combined single limit for property damage and bodily injury each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

   Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include " Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

B. **Business Auto Liability**: The CONTRACTOR shall maintain Business Auto Liability insurance at a limit of liability not less than $500,000 combined single limit for property damage and bodily injury each accident. This requirement may be satisfied by amendment to the Commercial General Liability policy.

C. **Workers' Compensation Insurance & Employer's Liability**: The CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. **Cyber Liability/Technology Errors & Omissions:** CONTRACTOR shall maintain Technology Errors & Omissions, or equivalent insurance with coverage for cyber liability and security breach with a limit of liability not less than $1,000,000 per occurrence, and $2,000,000 per aggregate. The Parties hereby acknkolwedge and agree CONTRACTOR shall not be switched to a "Claims-made" basis during the term of this Agreement. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form.

E. **Waiver of Subrogation**: Except where prohibited by law. 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 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 t h at includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

F. **Certificate(s) of Insurance**: On execution of this contract, renewal, within forty-eight (48) hours of a request by COUNTY, and prior to the expiration of any of the required coverage throughout the term of this Contract, the CONTRACTOR shall deliver to COUNTY, a signed Certificate(s) of Insurance evidencing at least the insurance coverage required by this Contract. The Certificate shall be issued to:

Palm Beach County Board of County Commissioners,

And may be addressed:

c/o Department
Using the address as indicated in the "Notices" article or another address on agreement of the parties.

G. **Right to Revise or Reject**: COUNTY, by and through its Risk Management Department, reserves the right to reject, review, and, or modify any required insurance, including limits, coverage, or endorsements, throughout the term of this Contract.

Exhibit D

Governmental Agency Order

CivicPlus, LLC Publicly Accessible Website Agreement

This Order is between Palm Beach County ("Governmental Agency") and CivicPlus, LLC ("Contractor" or "CivicPlus") pursuant to CivicPlus, LLC,'s Agreement with Palm Beach County. CivicPlus, LLC, affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by CivicPlus, LLC. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order:

[COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]

The time period for this Order, unless otherwise extended or terminated by either party, is as follows: _____.

The total fee for this Order is as follows: $[_____] ("Total Fee"), which is based on the Rates set forth in Exhibit B of the Agreement. The Total Fee shall be invoiced upon complete execution of this Order.

Governmental Agency shall pay CivicPlus, LLC, within forty-five (45) days after receipt of CivicPlus, LLC,'s proper invoice.

Additional Terms:

a. Form of Notice. Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. Governmental Agency will be solely responsible for compliance with the Notice Requirements.

b. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Order, nothing herein is intended to serve as a waiver of sovereign immunity by Governmental Agency nor shall anything included herein be construed as consent by Governmental Agency to be sued by a third party in any matter arising out of this Order.

c. Notices. Any Notices shall be provided in accordance with the "Notices" section of the Agreement at the address for CivicPlus, LLC, listed in the Agreement and the address for Governmental Agency listed in the Participation Agreement.

d. Public Records. The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows: _____.

Limitation of Liability.

a. CivicPlus' liability arising out of or related to this Order, will not exceed $300,000, excluding any indemnification obligations set forth in Article 7 of the Agreement.

b. In no event will CivicPlus be liable to Governmental Agency for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Order.

c. The liabilities limited by Sections (a) and (b) above apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Governmental Agency is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Governmental Agency's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

d. Notwithstanding the foregoing, CivicPlus' liability arising out of or related to this Order for the gross negligence of CivicPlus shall not exceed the insurance limits available to CivicPlus at the time such claim is made.

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. CivicPlus warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. CivicPlus warrants to the Governmental Agency that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services

("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes content provided by the Governmental Agency ("Governmental Agency Content").

Governmental Agency shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable Order; (ii) adapt, alter, modify, or make derivative works based upon any CivicPlus Property; (iii) link to the CivicPlus Property software, including "framing" or "mirroring" any CivicPlus Property, in such a manner as to permit administrative access by third party entities other than Governmental Agency (Note: this does not preclude linking to the Website on any Governmental Agency website to permit public access to the Website); (iv) reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions, or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions, or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Order.

b. Provided Governmental Agency complies with the terms and conditions herein, CivicPlus hereby grants Governmental Agency a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective Order, for the term of the respective Order.

c. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center." CivicPlus does not provide paper copies of its Documentation. Governmental Agency and its Users are granted a limited license to access Documentation, download, and copy the Documentation as needed. Governmental Agency shall not make derivatives of the Documentation.

d. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Governmental Agency to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Governmental Agency hereunder constitute, collectively, the "Feedback"). Governmental Agency hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

e. Upon completion of the Initial Implementation and go-live date, Governmental Agency will assume full responsibility for Governmental Agency Content maintenance and administration. Governmental Agency, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content. Governmental Agency hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Governmental Agency Content as necessary to provide the Services. Governmental Agency represents and warrants that Governmental Agency owns all Governmental Agency Content or that Governmental Agency has permission from the rightful owner to use each of the elements of Governmental Agency Content; and that Governmental Agency has all rights necessary for CivicPlus to use the Governmental Agency Content in connection with providing the Services.

f. At any time during the term of the applicable Order, Governmental Agency will have the ability to download the Governmental Agency Content and export the Governmental

Agency data through the Services. Governmental Agency may request CivicPlus to perform the export of Governmental Agency data and provide the Governmental Agency data to Governmental Agency in a commonly used format at any time, for a fee to be quoted at time of request and approved by Governmental Agency. Upon termination of the applicable Order for any reason, whether or not Governmental Agency has retrieved or requested the Governmental Agency data, CivicPlus reserves the right to permanently and definitively delete the Governmental Agency Content and Governmental Agency data held in the Services thirty (30) days following termination of the applicable Order. During the thirty (30) day period following termination of the Order, regardless of the reason for its termination, Governmental Agency will not have access to the Services.

Responsibilities of the Parties.

a. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. Governmental Agency is responsible for all activity that occurs under Governmental Agency's accounts by or on behalf of Governmental Agency. Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for Governmental Agency content and data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

d. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Governmental Agency has selected to integrate any of its Services with.

e. Governmental Agency's use of the Services is subject to the Acceptable Use Policy set forth at https://www.civicoptimize.civicplus.help/hc/en-us/articles/360046849654-Acceptable-Use-Policy.

Data Security.

a. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy set forth at https://www.civicplus.com/privacy-policy. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Governmental Agency data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Governmental Agency; or (d) in compliance with our Privacy Policy, CivicPlus will not modify Governmental Agency data or disclose Governmental Agency data, unless specifically directed by Governmental Agency or compelled by law.

Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Governmental Agency authorization.

b. Governmental Agency acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Governmental Agency data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Governmental Agency's data.

c. CivicPlus may offer Governmental Agency the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Governmental Agency. In connection with any such third-party application agreed to by Governmental Agency, Governmental Agency acknowledges and agrees that CivicPlus may allow the third-party providers access to Governmental Agency data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Governmental Agency to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Governmental Agency's use of such third-party application provided that in no event shall any such separate agreement modify or prevail over any conflicting term in this Agreement.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

(*Signatures appear on the following page.*)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order, effective as of the date the last party signs this Order.

GOVERNMENTAL AGENCY NAME

ATTEST:

_____
Purchasing Director

_____
Print Name

_____day of _____, 20___

I HEREBY CERTIFY that I have approved this Order as to form and legal sufficiency subject to execution by the Parties:

_____
Senior Assistant County Attorney

Contractor

_____
Signature

_____
Title

_____
Print/Type Name

Exhibit E
Form Participation Agreement for Publication of Legal Notices on County Designated Publicly Accessible Website

This Form Participation Agreement ("Participation Agreement") is made and entered into by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and

_____, a local government existing under the laws of the State of Florida ("Local Government") (each a "Party," and collectively the "Parties").

RECITALS

A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.

B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.

C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.

D. Pursuant to Section 50.0311, Florida Statutes, County designated CivicPlus, LLC ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The truth and accuracy of each clause set forth above is acknowledged by the Parties.

2. Designation of Website. County has entered into an agreement with Website ("Website Contract") for Publications. At any time, upon at least ninety (90) days' prior written notice to Local Government in accordance with the Notices section of this Participation Agreement, County may designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Any such new designation shall be automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.

3. Utilization of Website. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by

Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it will not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

4. Term. The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.

5. Compliance with Notice Requirements. For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.

6. County Actions are Ministerial. Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County, and that any and all actions of County in conjunction with or relating to the designation of the Website for use by Local Government are, and shall be construed at all times as, purely ministerial acts.

7. Costs and Payment. Local Government is solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access.

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

9. Indemnification. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

10. Termination. Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party. This Participation Agreement may also be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. In addition, if the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

11. Notices. In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:
Palm Beach County Purchasing Department
Attn: Purchasing Director
50 South Military Trail
West Palm Beach, Florida 33415

FOR LOCAL GOVERNMENT:
Board of County Commissioners,
Palm Beach County
Information Systems Services
Attn: Chief Information Officer
301 North Olive Avenue, 8th Floor
West Palm Beach, Florida 33401

12. Prior Agreements. This Participation Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All

commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

13. Assignment. Neither this Participation Agreement nor any term or provision hereof or right hereunder shall be assignable by either Party without the prior written consent of the other Party.

14. Interpretation. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

15. Third-Party Beneficiaries. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.

16. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Southern District of Florida. **EACH PARTY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.**

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.

18. Representation of Authority. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

19. Counterparts and Multiple Originals. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

20. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement.

21. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Participation Agreement: PALM BEACH COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the _____of _____, 2023, and Local Government, signing by and through its

_____, duly authorized to execute same.

COUNTY

PALM BEACH COUNTY, by and
through its Board of County Commissioners

By: _____
Purchasing Director

_____day of _____ , 20_

Approved as to form by
Palm Beach County
Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
561.355.2225

By_____
Anne Helfant (Date)
Senior Assistant County Attorney

By_____
Archie Satchell (Date)
Chief Information Officer

SRW
Notice Website Form Participation Agreement

FORM PARTICIPATION AGREEMENT FOR PUBLICATION OF LEGAL NOTICES ON COUNTY DESIGNATED PUBLICLY ACCESSIBLE WEBSITE

LOCAL GOVERNMENT

LOCAL GOVERNMENT NAME

By: _____
Purchasing Director

_____
Print Name

_____day of _____, 20____

I HEREBY CERTIFY that I have approved this Participation Agreement as to form and legal sufficiency subject to execution by the Parties:

_____
County Attorney

Exhibit F
ETS Security Requirements – Low Risk

Solicitation Title:	CivicOptimize Publicly Access Website Designation

Definitions.

"Equipment" means the hardware being provided by CivicPlus, LLC, under the Agreement.

"Software" means software provided or licensed by CivicPlus, LLC, pursuant to the Agreement or an Order, including software-as-a-service ("SaaS") products.

"CivicPlus, LLC, Platform" means the web-based platform on which CivicPlus, LLC, provides any SaaS or hosting Services under the Agreement or an Order, including any system or other solution that stores, hosts, or transmits County or Governmental Agency data.

All other capitalized terms not expressly defined within this exhibit shall retain the meaning ascribed to such terms in the Agreement (and if not so defined, then the plain language meaning appropriate to the context in which it is used).

Software Installed in County's Network. To the extent CivicPlus, LLC, provides any Software to be installed in County's network, CivicPlus, LLC, must:

(a) advise County of all versions of any third-party software (e.g., Java, Adobe Reader/Flash, Silverlight) to be installed and support updates for critical vulnerabilities discovered in applicable third-party or open source software;
(b) ensure that the Software is developed based on industry standards and best practices, including following secure programming techniques and incorporating security throughout the Software-development life cycle;
(c) develop and maintain the Software to operate on County-supported and approved operating systems and firmware versions;
(d) mitigate critical or high risk vulnerabilities (as defined by Common Vulnerability and Exposures (CVE) scoring system) to the Software or CivicPlus, LLC, platform within 30 days after patch release, notifying County of proposed mitigation steps to be taken and timeline for resolution if CivicPlus, LLC, is unable to apply a patch to remedy the vulnerability;
(e) ensure the Software provides for role-based access controls and runs with least privilege access, enables auditing by default for any privileged access or changes, and supports electronic delivery of digitally signed upgrades from CivicPlus, LLC,'s or the third-party licensor's website;
(f) ensure the Software is not within three (3) years from its end of life date and provide County with end-of-life-schedules for all applicable Software;
(g) support encryption using at a minimum Advanced Encryption Standard 256-bit encryption keys ("AES-256") or current industry security standards, whichever is higher, for confidential data at rest and use transport layer security (TLS) 1.2 or

current industry standards, whichever is higher, for data in motion; and

(h) upon request by County or Governmental Agency, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

Equipment Leased or Purchased from Contractor. To the extent CivicPlus, LLC, is the Original Equipment Manufacturer (OEM) or an authorized reseller for the OEM for any Equipment provided under this Agreement or an Order, CivicPlus, LLC, must:

(a) ensure that physical security features to prevent tampering are included in any Equipment provided to County or Governmental Agency and ensure, at a minimum, industry-standard security measures are followed during the manufacture of the Equipment;

(b) ensure any Equipment provided does not contain any embedded remote-control features unless approved in writing by County's Contract Administrator or Governmental Agency's Contract Manager, as applicable, and disclose any default accounts or backdoors that exist for access to County or Governmental Agency's network;

(c) shall supply a patch, firmware update, or workaround approved in writing by County's Contract Administrator or Governmental Agency's Contract Manager, as applicable, within thirty (30) days after identification of a new critical or high security vulnerability and notify County or Governmental Agency of proposed mitigation steps taken;

(d) develop and maintain Equipment to interface with County-supported or Governmental Agency-supported and approved operating systems and firmware versions;

(e) upon request by County or Governmental Agency, make available any required certifications as may be applicable per compliance and regulatory requirements (e.g., Common Criteria, Federal Information Processing Standard 140);

(f) ensure the Equipment is not within three (3) years from its end-of-life date at the time of delivery and provide County with end-of-life-schedules for all applicable Equipment;

(g) (for OEMs only) support electronic delivery of digitally signed upgrades of any applicable Equipment firmware from CivicPlus, LLC,'s or the original Equipment manufacturer's website; and

(h) (for OEMs only) upon request by County or Governmental Agency, provide an attestation letter identifying date of the most recent security vulnerability testing performed and any vulnerabilities identified and mitigated (must be dated within six (6) months after any major release).

SaaS or Hosting Services. CivicPlus, LLC, must use reasonable efforts to immediately notify County and the applicable Governmental Agency of any information security breach or unauthorized access or modification of County or Governmental Agency data.

Exhibit G
Form Proof of Publication

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before the undersigned authority personally appeared (*name*), who on oath states that he or she is of Palm Beach County, Florida; that the attached copy of advertisement being a (*insert description*) in the matter of (*insert caption*) in the (*insert court*) Court, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of (*insert info*) on (*insert date*).

Affiant further says that the website or newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Sworn to and subscribed before me by means of □ physical presence or □ online notarization, this ____ day of _____, 202_.
(SEAL)

_____
Notary Public, State of Florida
Commission Expires:
(*date or apply stamp*)

_____Personally Known
OR
_____Produced Identification
Type of Identification Produced: _____

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, JOSEPH ABRUZZO, Clerk of the Circuit Court & Comptroller certify this to be a true and correct copy of the original filed in my office
on SEP 12 2023
dated at West Palm Beach, FL
By: Deputy Clerk
BOARD OF COUNTY COMMISSIONERS FLORIDA

Exhibit D

Governmental Agency Order

CivicPlus, LLC Publicly Accessible Website Agreement

This Order is between Palm Beach County ("Governmental Agency") and CivicPlus, LLC ("Contractor" or "CivicPlus") pursuant to CivicPlus, LLC,'s Agreement with Palm Beach County. CivicPlus, LLC, affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by CivicPlus, LLC. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order:

[CivicOptimize software license to be used to publish Legal Notices in accordance with HB7049 and Palm Beach County Interlocal Agreement

The time period for this Order, unless otherwise extended or terminated by either party, is as follows: 1 year from signature of this form

The total fee for this Order is as follows: $[$6,000_ ("Total Fee"), which is based on the Rates set forth in Exhibit B of the Agreement. The Total Fee shall be invoiced upon complete execution of this Order.

Governmental Agency shall pay CivicPlus, LLC, within forty-five (45) days after receipt of CivicPlus, LLC,'s proper invoice.

Additional Terms:

a. Form of Notice. Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. Governmental Agency will be solely responsible for compliance with the Notice Requirements.

b. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Order, nothing herein is intended to serve as a waiver of sovereign immunity by Governmental Agency nor shall anything included herein be construed as consent by Governmental Agency to be sued by a third party in any matter arising out of this Order.

c. Notices. Any Notices shall be provided in accordance with the "Notices" section of the Agreement at the address for CivicPlus, LLC, listed in the Agreement and the address for Governmental Agency listed in the Participation Agreement.

d. Public Records. The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows: _____

Limitation of Liability.

a. CivicPlus' liability arising out of or related to this Order, will not exceed $300,000, excluding any indemnification obligations set forth in Article 7 of the Agreement.

b. In no event will CivicPlus be liable to Governmental Agency for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Order.

c. The liabilities limited by Sections (a) and (b) above apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Governmental Agency is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Governmental Agency's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

d. Notwithstanding the foregoing, CivicPlus' liability arising out of or related to this Order for the gross negligence of CivicPlus shall not exceed the insurance limits available to CivicPlus at the time such claim is made.

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. CivicPlus warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. CivicPlus warrants to the Governmental Agency that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services

("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes content provided by the Governmental Agency ("Governmental Agency Content").

Governmental Agency shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable Order; (ii) adapt, alter, modify, or make derivative works based upon any CivicPlus Property; (iii) link to the CivicPlus Property software, including "framing" or "mirroring" any CivicPlus Property, in such a manner as to permit administrative access by third party entities other than Governmental Agency (Note: this does not preclude linking to the Website on any Governmental Agency website to permit public access to the Website); (iv) reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions, or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions, or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Order.

b. Provided Governmental Agency complies with the terms and conditions herein, CivicPlus hereby grants Governmental Agency a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective Order, for the term of the respective Order.

c. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center." CivicPlus does not provide paper copies of its Documentation. Governmental Agency and its Users are granted a limited license to access Documentation, download, and copy the Documentation as needed. Governmental Agency shall not make derivatives of the Documentation.

d. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Governmental Agency to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Governmental Agency hereunder constitute, collectively, the "Feedback"). Governmental Agency hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

e. Upon completion of the Initial Implementation and go-live date, Governmental Agency will assume full responsibility for Governmental Agency Content maintenance and administration. Governmental Agency, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content. Governmental Agency hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Governmental Agency Content as necessary to provide the Services. Governmental Agency represents and warrants that Governmental Agency owns all Governmental Agency Content or that Governmental Agency has permission from the rightful owner to use each of the elements of Governmental Agency Content; and that Governmental Agency has all rights necessary for CivicPlus to use the Governmental Agency Content in connection with providing the Services.

f. At any time during the term of the applicable Order, Governmental Agency will have the ability to download the Governmental Agency Content and export the Governmental

Agency data through the Services. Governmental Agency may request CivicPlus to perform the export of Governmental Agency data and provide the Governmental Agency data to Governmental Agency in a commonly used format at any time, for a fee to be quoted at time of request and approved by Governmental Agency. Upon termination of the applicable Order for any reason, whether or not Governmental Agency has retrieved or requested the Governmental Agency data, CivicPlus reserves the right to permanently and definitively delete the Governmental Agency Content and Governmental Agency data held in the Services thirty (30) days following termination of the applicable Order. During the thirty (30) day period following termination of the Order, regardless of the reason for its termination, Governmental Agency will not have access to the Services.

Responsibilities of the Parties.

a. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. Governmental Agency is responsible for all activity that occurs under Governmental Agency's accounts by or on behalf of Governmental Agency. Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for Governmental Agency content and data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

d. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Governmental Agency has selected to integrate any of its Services with.

e. Governmental Agency's use of the Services is subject to the Acceptable Use Policy set forth at https://www.civicoptimize.civicplus.help/hc/en-us/articles/360046849654- Acceptable-Use-Policy.

Data Security.

a. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy set forth at https://www.civicplus.com/privacy-policy. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Governmental Agency data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Governmental Agency; or (d) in compliance with our Privacy Policy, CivicPlus will not modify Governmental Agency data or disclose Governmental Agency data, unless specifically directed by Governmental Agency or compelled by law.

Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Governmental Agency authorization.

b. Governmental Agency acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Governmental Agency data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Governmental Agency's data.

c. CivicPlus may offer Governmental Agency the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Governmental Agency. In connection with any such third-party application agreed to by Governmental Agency, Governmental Agency acknowledges and agrees that CivicPlus may allow the third-party providers access to Governmental Agency data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Governmental Agency to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Governmental Agency's use of such third-party application provided that in no event shall any such separate agreement modify or prevail over any conflicting term in this Agreement.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order, effective as of the date the last party signs this Order.

Village of North Palm Beach

ATTEST:

_____
Purchasing Director

_____
Print Name

_____day of_____, 20_____

IHEREBY CERTIFY that I have approved this Order as to form and legal sufficiency subject to execution by the Parties:

_____
Senior Assistant County Attorney

Contractor

_____
Signature

_____
Title

_____
Print/Type Name

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

BY: Chuck Huff, Village Manager

THRU: James Anthony, Facilities Manager/Public Works

DATE: December 14, 2023

SUBJECT: **RESOLUTION** – Approving the purchase of air handlers for Public Safety from Carrier Corporation in the amount of $250,770.47 and authorizing execution of a Contract

Village Staff is recommending Village Council consideration and adoption of a Resolution approving the purchase of new air handler units for the Public Safety Building.

Background:

The Village's Public Works Facilities Department has determined that the air handlers at Public Safety have significantly exceeded their useful service life and must be replaced as soon as practicable. The current air handlers are original equipment and approximately 25 years old. The anticipated life span for air handlers is between ten and fifteen years. The need for replacement is urgent.

The environment, namely the salt air from the ocean, has contributed to the deterioration of the air handlers to a significant degree. These air handlers now require near constant service and go offline on a regular basis.

Purchasing:

Carrier Corporation has been awarded a multi-year cooperative purchasing contract in the Utility category through Sourcewell (a cooperative purchasing agency of which the Village is a member). The new air handlers will be corrosion resistant and contain non-proprietary parts. Additionally, there will be a complete parts warranty for five years on the new units. The cost breakdown is provided in the table below *(due to the nature of this project, Village Staff is requesting a 5% project contingency)*:

Description	**Amount**
Equipment	$88,894.02
Installation	$149,935
Subtotal	**$238,829.02**
5% Contingency	$11,941.45
Total w/ Contingency	**$250,770.47**

Trane Commercial Services also provided a quote on this air handler package. Trane quoted $392,595.82. This system was both far more expensive and uses proprietary Trane motors. This would substantially limit the Village's ability to economically service these units after the initial warranty period.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Special Projects Fund	Special Projects Fund Expense	Q5541-66490	Machinery & Equipment	$250,770.47

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 approving the purchase of new air handlers for Public Safety from Carrier Corporation pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Agreement at a total cost not to exceed $238,829.02 (with a total project cost of 250,770.47 including contingency), with funds expended from Special Projects Fund Account No. Q5541-66490 (Machinery & Equipment), and authorizing the Mayor and Village Clerk to execute the a Contract for this purchase 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 CARRIER CORPORATION FOR THE PURCHASE AND INSTALLATION OF NEW AIR HANDLERS AT THE PUBLIC SAFETY BUILDING 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 air handler units at the Village Public Safety Building are in need of replacement; and

WHEREAS, Village Staff solicited a proposal from Carrier Corporation for the purchase and installation of new air handlers utilizing pricing established in an existing Sourcewell Agreement (Contract No. 070121-CAR); 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 Carrier Corporation for the purchase and installation of new air handlers at the Public Safety Building utilizing pricing established in an existing Sourcewell Agreement at a total cost of $238,829.02, with funds expended from Special Projects Fund Account No. Q5541-66490 (Special Projects Fund Expense – Machinery and Equipment), and authorizes the Mayor and Village Clerk to execute the Contract, a copy of which is attached hereto and incorporated herein. Including contingency, the total project budget shall be $250,770.47.

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 CARRIER CORPORATION, , 5440 N.W. 33rd Avenue, Fort Lauderdale, Florida 33309, a foreign corporation 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 air handlers at the Public Safety Building; and

WHEREAS, CONTRACTOR provided a proposal utilizing pricing established in an existing Sourcewell Agreement (Contract No. 070121-CAR) 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 Proposal dated November 8, 2023, 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 **Two Hundred Thirty-Eight Thousand Eight Hundred and Twenty-Nine Dollars and Two Cents ($238,829.02).**

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) 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 any manufacturer warranty, CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection. 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. Payment and Performance Bond.

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

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

C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and

every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily, and intentionally waiver any right they may have to trial by jury** with respect to any litigation arising out of this Contract.

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

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

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

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

CARRIER CORPORATION

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

Carrier Commercial Service
5440 NW 33rd Ave, Suite 108
Fort Lauderdale, FL 33309
(954) 315-5168

Carrier Commercial Service

Sourcewell Based –AHU Replacement Project

Prepared For:

Anthony James
Village of North Palm Beach

Public Safety AHU Replacement
North Palm Beach FL 33408
(561) 691-3450
janthony@village-npb.org

Presented by:

Scott McLennan, LEED AP
Carrier Corporation
Cell: (954) 448-9775
E-Fax: (860) 998-1014
scott.mclennan@carrier.utc.com
http://www.commercial.carrier.com

Date of Proposal Revision: 11/8/2023

Executive Summary

Carrier is presenting AHU replacement products to match or exceed existing equipment capacity with suggested options based on discounts off Master List Price as established by Sourcewell cooperative purchasing program.

Sourcewell Contract extended until 8/12/2025 RFP #070121

neral >Facility, Maintenance, Repair and Operations, Janitorial > Carrier Corporation

Carrier Corporation

NJPA AWARDED CONTRACT

Contract#: 030817-CAR
Category: Facility, Maintenance, Repair and Operations, Janitorial
Description: HVAC
Maturity Date: 05/08/2021

The HVAC Industry's Premier Servicing and Technology Leader

At Carrier, we are the experts in HVAC – and we have the history to prove it. Our founder, Willis Carrier invented modern air conditioning more than 110 years ago. Today we build on a legacy of leadership with a complete line of equipment, controls and service designed to deliver and maintain industry-leading performance with less energy and lower environmental impact in buildings of all sizes.

Partnering with Carrier Commercial Service brings with it the security of knowing that every facet of your investment is being carefully monitored, analyzed, maintained, and documented. This practice begins with your very first contact with us and will endure over the entire lifetime of your equipment and on to the next.

Visit us at: www.carrier.com/commercial

24/7 Support: 1-800-379-6484

Temporary Cooling and Power: 1-800-586-8336

Carrier | SMARTservice

PROPRIETARY and CONFIDENTIAL

NJPA/ SOURCEWELL PRICING: EQUIPMENT ONLY

Carrier has agreed to provide fixed equipment discounts off list price for equipment, and fixed mark-up for Extended Factory Warranty products and Factory start-up services. Installation services will be quoted separately as turnkey installation services under Sourcewell Contract rates.

Equipment will be sold to the Village directly, tax exempt, FOB factory with freight to your facility (or desired destination) pre-paid. Receiving, local cabinet coatings, unloading, storage and final placement costs will need to be considered in the turnkey installation proposal, or arraigned by others. Options for Extended Factory Warranty listed below.

Sourcewell Pricing:	**MLP**	**Discount/**	**Net Cost**
Public Safety Building :		**Mark-up**	
39M Sizes 3,8,12,12 (see submittal)	**$210,279.00**	**62% off**	**$ 79,906.02**
Factory Start-up	**$ 2,520.00**	**+20%**	**$ 3,024.00**
2nd - 5th years AHU complete unit parts warranty	**$ 4,970.00**	**+20%**	**$ 5,964.00**

TOTAL EQUIPMENT PACKAGE: $88,894.02

This Equipment will be sold tax exempt under separate PO from Village. Tax Exemption certificate needs to accompany Purchase Order. Equipment is sold FOB factory, with freight pre-paid to South Florida. Equipment selection, submittal approvals and Coating, receiving and storage and final delivery will be included in Installation portion of project.

Installation based on Fixed Labor rates and mark-ups:

Carrier Project Management	39 @ $192.00	$ 7,488.00
Carrier Direct Labor	8 @ $192.00	$ 1,536.00
Carrier Direct labor – T&B and AHU Cx	16 @ $192.00	$ 3,072.00
Receiving and Transfer - AHUs	$ 5,100.00 X1.3	$ 6,630.00
Disposal – AHU, duct, debris	$ 1,670.00 X 1.3	$ 2,171.00
ODA Duct Replacement (where necessary)	$ 9,500.00 X 1.3	$ 12,350.00
AHU Ductwork Transitions and Modifications	$ 9,200.00 x 1.3	$ 11,960.00
AHU Demo and Move in (ST)	$ 16,000.00 X 1.3	$ 20,800.00
Piping Installation Weekday	$ 32,500.00 X 1.3	$ 42,250.00
AHU piping Insulation	$ 14,000.00 X 1.3	$ 18,200.00
AHU Materials – Duct, piping	$ 5,780.00 X 1.3	$ 7,514.00
Electrical (with 1 VFD install)	$ 8,150.00 X 1.3	$ 10,595.00
Test and Balance AHUs	$ 4,130.00 X 1.3	$ 5,369.00

Controls Tie-In by ALC – Invoiced directly to Village Wisch & Jackson

Project cost, Equipment & Installation: $238,829.02

PROPRIETARY and CONFIDENTIAL

Excluded Issues and Items available at Cost+25% if needed:

Professional Engineering Services
Permit Fees (processing and inspections are included)
Commissioning Services (other then T&B of Return/supply of AHUs)
Electrical modifications or upgrades (excepted as noted in

if any, will be passed through at cost X 1.30 under a separate job/PO.

Sincerely,

Scott McLennan
Maintenance, Repairs, Modernization

PLEASE CALL WITH QUESTIONS: (954) 448-9775

NJPA/ Sourcewell Terms and Conditions will govern sale.

PROPRIETARY and CONFIDENTIAL

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Solicitation Number: RFP #070121

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Carrier Global Corporation, 5900-H Northwoods Bus Pkwy., Charlotte, NC 28269 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for HVAC Systems and Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 12, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new andthe current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be negotiateddirectly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Under no circumstances will Supplier be liable for any incidental, special, liquidated or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or

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2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance of the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts listed below:
Limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

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in limits of liability as indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Limits:
$2,000,000 per occurrence and in aggregate

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:
$2,000,000 per claim
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors, except such rights as Supplier has to proceeds. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Any order requiring Buy American provisions will not be accepted until Supplier confirms in writing it can comply with the specific applicable Buy American clause cited. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

U. FEDERAL GOVERNMENT REQUIREMENTS STIPULATION. Supplier is a commercial entity and the components, equipment and services to be included by Supplier in its proposal and to be provided in the event of an award are offered on the basis that they constitute commercial items as defined in the Federal Acquisition Regulations ("FAR"). Similarly, the prices to be offered by Supplier in its proposal, and which would be offered in any resulting contract and any modifications or changes to such contract are based on Supplier's standard commercial accounting policies and practices. Supplier's accounting practices comply fully with U.S. GAAP, but do not take into account any additional or special requirements of Cost Accounting Standards, nor meet the requirements of FAR Part 31 or any similar procurement regulations, including those of the U.S. Department of Defense. Accordingly, Supplier makes its proposal based on its belief that an award can be made to Supplier consistent with FAR Part 12 - "Acquisition of Commercial Items," and that submission of cost and pricing data consistent with CAS/FAR Part 31 will not be required. Supplier does not accept and will not be held liable for any flow down requirements unless specifically agreed to in writing.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Carrier Global Corporation
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: F1B5CDFCEE8A47B...
By: _____	By: _____
Jeremy Schwartz	Simon C. Walls
Title: Chief Procurement Officer	Title: Global Strategic Accounts Leader
Date: 10/7/2021 | 9:30 PM CDT	Date: 10/7/2021 | 11:01 AM CDT

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Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
10/7/2021 | 9:34 PM CDT
Date: _____

RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name:	Carrier Global Corp
Does your company conduct business under any other name? If yes, please state:	Carrier Corporation
Address:	5900-H Northwoods Bus Pkwy Charlotte, NC 28269
Contact:	Alex Relf
Email:	alex.l.relf@carrier.com
Phone:	704-521-6443
HST#:	06-0991716

Submission Details

Created On:	Tuesday June 15, 2021 15:26:02
Submitted On:	Wednesday June 30, 2021 15:43:18
Submitted By:	Alex Relf
Email:	alex.l.relf@carrier.com
Transaction #:	0278eeef-41a2-4fbe-a881-901b9690436a
Submitter's IP Address:	104.129.206.103

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only):	Carrier Global Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Carrier Corporation	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Carrier Corporation	*
4	Proposer Physical Address:	5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269	*
5	Proposer website address (or addresses):	www.carrier.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Meredith Emmerich, Vice President, North America, Commercial HVAC, 5900-B Northwoods Bus Pkwy, Charlotte, NC. 28269. meredith.emmerich@carrier.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alex Relf, Strategic Account Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 704-521-6443, alex.l.relf@carrier.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Ison, Strategic Accounts Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 501-529-9688, joseph.e.ison@carrier.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Carrier Engineering Corporation was incorporated in New York on June 26, 1915 by seven engineers led by Willis Carrier. In 1930, Carrier Air Conditioning was formed through the merger of Carrier Engineering Corporation with Brunswick-Kroeschell Company and York Heating & Ventilating Corporation. In 1978, Carrier Corporation, a corporation organized in the State of Delaware, became a wholly owned subsidiary of United Technologies Corporation, and was subsequently spun off as a stand alone company in April of 2020. Carrier Corporation is the leading manufacturer of heating, ventilation and air conditioning equipment and service in the United States with sales totaling approximately $19 Billion in 2020.	*
10	What are your company's expectations in the event of an award?	Carrier is currently an incumbent vendor of Sourcewell. Upon award, Carrier will schedule a roll out meeting with the customer to plan and prepare for the execution of the awarded contract, as needed.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Carrier Global Corporation is an American multinational home appliances corporation based in Palm Beach Gardens, Florida. Carrier was founded in 1915 as an independent company manufacturing and distributing heating, ventilating and air conditioning (HVAC) systems, and has since expanded to include manufacturing commercial refrigeration and foodservice equipment, and fire and security technologies. As of 2020, it was an $18.6 billion company with over 53,000 employees serving customers in 160 countries on six continents Carrier's Moody rating is Baa3, and the outlook is stable. Carrier's Baa3 senior unsecured rating reflects its long-established leadership position in the global equipment industry. Carrier's significant scale positions it as one of the largest competitors in the sector. The business is exposed to cyclicality with about 70% of revenue derived from new equipment sales. The ratings consider sizeable debt levels and high financial leverage following the spinoff from United Technologies Corporation in early 2020. Refer to annual report for full financial statements.	*
12	What is your US market share for the solutions that you are proposing?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
13	What is your Canadian market share for the solutions that you are proposing?	N/A	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer and service provider. a) N/A b) Carrier Commercial Service self performs most work, or will serve as a general if specialty sub-contractors are needed on a project. Carrier has 99 service offices throughout North America, and may procure product or materials through our corporate owned warehouses, or through local distribution centers.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Carrier is subject to various registration and licensing requirements in the states and local jurisdictions where it does business and has hundreds of licenses in place in the United States, and Canada.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	The OptiClean™ Dual-Mode Air Scrubber & Negative Air Machine, Carrier's pioneering solution to help provide healthier indoor air, has been crowned Air Conditioning Innovation of the Year in the RAC Cooling Industry Awards, one of the UK's top building technology awards. The recognition follows the OptiClean unit being named one of TIME's 100 Best Inventions of 2020. The product, currently available in North America and Asia, is expected to launch in Europe this year. Carrier is part of Carrier Global Corporation (NYSE: CARR), a leading global provider of healthy, safe and sustainable building and cold chain solutions. As an air scrubber, the OptiClean unit can improve the indoor air quality of classrooms, restaurants, dental offices, commercial buildings and more, by pulling in air, scrubbing it using a HEPA filter, and then exhausting cleaner air back into the room. It has a footprint of less than three square feet and can plug into a standard wall outlet.	*
19	What percentage of your sales are to the governmental sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less that 1% of those sales were recognized from the government sector.	*
20	What percentage of your sales are to the education sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less that 1% of those sales were recognized from the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
County of Passaic	Steve Orsini	201-937-2576	*
Mount Olive Board of Education	Glenn Miller	973 691-4008 x8505	*
Rutgers University	Glen Vliet	848 445-3714	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Houston Independent School District	Education	Texas - TX	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
Redondo Beach School District	Education	California - CA	HVAC capital chiller installations and retrofits, to include boilers, air handlers, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
BIRMINGHAM BOARD OF EDUCATION	Education	Alabama - AL	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
Elk Grove School District	Education	California - CA	Supply HVAC equipment, perform startup, and warranty repairs.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
University of Central Florida	Education	Florida - FL	HVAC capital chiller installations and retrofits, to include boilers, roof top units, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	In North America, Carrier Commercial Service is geographically managed through the Service Center of Excellence, in Charlotte, NC. This centralized location works with 99 field offices that cover the entire continental United States, Hawaii, and Canada.	*
26	Dealer network or other distribution methods.	Carrier has both company owned direct sales offices, independent distributors and joint venture distributors. In May 1999 Carrier and Watsco, Inc. formed a joint venture to distribute Carrier, Bryant, Payne equipment and Totaline parts. The new name for this distribution network is Carrier Enterprises. These distributors were previously owned 100% by Carrier.	*
27	Service force.	Commercial Service employs over 2,000 management, professional, clerical personnel, service technicians and technical engineers. We have over 30 million man-hours of service experience. Service technicians belong to local pipefitters unions (optional in right-to-work states), which are part of the United Association of Plumbers and Steamfitters.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you partner with Carrier, you will work with a single source, dedicated Service Account Team that will provide 360 degrees of comprehensive solutions. Carrier will work with our client to develop a smart, effective and customized plan, designed to deliver the most value for the equipment and facility. Service options are matched to your required level of coverage; from inspections and annual maintenance, to planned and full maintenance options. When it comes to predictive maintenance services, Carrier is proactive, keeping your equipment at its operating peak performance. In-depth analysis, with our proprietary diagnostic tools, increases reliability and minimizes downtime. Carrier Commercial Service will notify you of any potential issues long before you realize there is a problem. In the event of an emergency outage, Carrier's response time to "tech on site" is typically 4 hours. For routine calls, the response time is generally 8 hours.	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Carrier Corporation is a proud incumbent provider to Sourcewell. Carrier will continue to respond to requests from current, and prospective, members of the Sourcewell program.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Carrier Commercial Service in Canada currently provides services to governmental facilities. Our Canada team will respond accordingly to all requests for Sourcewell services.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Carrier has over 900 dispatch points operating out of 99 service offices in the US and Canada. Carrier Commercial Service provides services to all regions of the US, except Alaska.	*
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Carrier can, and will, service all sectors throughout the US and Canada (except Alaska) via the Sourcewell program.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Carrier Commercial Service provides services to all regions of the US and Canada, to include Hawaii. Carrier does not service Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Carrier sends quarterly and annual email correspondence to customers associated with these markets. In addition to our email marketing campaign, Carrier annually attends and participates in the NIGP Forum and trade show. Carrier looks forward to partnering with Sourcewell in a strategic relationship at the show. Examples of Carrier's marketing materials for market solutions may be found at www.carrier.com. Included with the submission package is Carrier Strategic Accounts Marketing brochure.	*
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Carrier's web site www.carrier.com is an effective platform for communicating our offerings to the general public, and prospective clients alike. The site allows us to showcase products and services, sustainable building solutions, and newly developed innovations. Carrier is also active in Linkedin and Twitter, as a means of communicating current news, and during times of emergency, to alert our customers of our temporary solutions for heating, cooling and power supply.	*
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Carrier will encourage Sourcewell to facilitate introductions on behalf of Carrier with parties that represent a match to our service offerings. The master services agreement will be introduced to the national sales team during the award rollout, and will be accessible to all service personnel on our internal, National Accounts web site.	*
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	At the customers option, Carrier may provide equipment operation training at the customer's facility. This training generally lasts several hours in duration, and encompasses unit operation, weekly routine operations checks, and minor troubleshooting. In addition, the customer may attend factory training at the Service Center of Excellence in Charlotte, N.C.	*
39	Describe any technological advances that your proposed products or services offer.	Carrier® SMART Service is a dynamic, proactive strategy for enhanced equipment and system management. Through the identification and analysis of chiller and system operating trends, more informed decisions can now be made relative to meeting comfort demands, implementing service, maintenance or repair events and improving a building's financial performance. The benefits include insight into chiller operation and trends, early indication of equipment problems, maximum operating efficiency, mitigating risks by identifying and correcting minor problems before they lead to expensive repairs.	*
40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	One of the U.S. Government's testing agencies recently found that Carrier's variable-speed screw chiller consumed less energy and offered a greater range of operating conditions than alternative water-cooled chiller technology. Overseen by the General Services Administration, the Green Proving Ground program appointed Oak Ridge National Laboratory to perform real-world testing of two chillers: one with variable-speed screw technology and the other with maglev centrifugal technology. The findings showed variable-speed screw technology, like that in Carrier's AquaEdge® 23XRV water-cooled chiller, was more efficient, more versatile and required less maintenance than the maglev centrifugal and at a lower installed cost. When compared across a broad range of operating conditions, the variable-speed screw chiller consumed 11 percent less energy than the maglev centrifugal chiller. Based on the data, the variable-speed screw chiller also has an equipment price that is more than 30 percent lower than the maglev centrifugal chiller with the same cooling capacity.	*
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	With Weather Series Rooftop Units featuring EcoBlue™ Technology, Carrier is proving that not all rooftops are created equal. EcoBlue™ Technology includes a more compact vane axial fan, which is an industry first for packaged rooftop units, along with a simplified design that helps lower installation and maintenance costs. Turn to the experts today to learn more and see how we've put a whole new spin on rooftops. Silver award winner of Consulting - Specifying Engineer 2019 Product of the Year.	*
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Carrier is a publicly traded, fortune 500 corporation and is not minority owned.	*
43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	When you partner with Carrier, you'll work with recognized HVAC professionals – all with a clear focus on the importance of every aspect of your investment. Our technicians are certified as Carrier Specialists or Masters - each trained on our products, customer service and thoroughly tested to our standards. Carrier's Tech360 Certification Program is the most progressive learning program in the industry. As Carrier's own servicing entity, we have access to the latest engineering advancements and the most advanced technical servicing tools. Our expansive OEM service network has strategically-located offices in the United States and Canada. Translation: we'll be there whenever you need us... 24/7/365. Environmental Health and Safety (EH&S) is rooted in our culture. We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translate to safety on your jobsite. Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
44	Do your warranties cover all products, parts, and labor?	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
47	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No	*
48	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Carrier will warranty products per the manufacturer's guidelines.	*
49	What are your proposed exchange and return programs and policies?	No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.	*
50	Describe any service contract options for the items included in your proposal.	Carrier offers its customers long-term service agreements providing them with knowledge on new cost-saving and environmental technologies, preventive maintenance, and recommendations on current controls systems. In addition, Carrier has a unique remote diagnostic monitoring tool that can detect potential service problems before they occur. Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
51	Describe any performance standards or guarantees that apply to your services	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.	*
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Quality Assurance of Products & Services In early 1990, Carrier's Service Marketing Division developed a process for Service Product Design and Implementation. Once a concept is established, it progresses through a feasibility study, where customers are consulted via focus groups or questionnaires. If management approval is obtained, a multi-functional team selected from marketing and operations is formed to undertake the project. Consequently, field training must take place for the proper delivery of the service product. This can be a concurrent activity with the technical training that must accompany each product. Training sessions are held at the region or district offices, with all office personnel involved. This includes the clerical people who administer the product, the engineers who may be called upon to install the product, the managers who manage the product's introduction, and the technicians who are involved in product installation and delivery. In product introduction, the project manager meets with quality review teams and suppliers to assure that the final product meets the initial goals for the product. Once the product is field implemented, the Customer Service Report (CSR) provides the means to communicate product deficiencies. Service marketing compiles the data via statistical analysis and the information is passed on to the appropriate suppliers. What service was sold versus what service was performed is a key indicator in the service business. Method of documentation of this indicator includes a computerized scheduling system, and the Customer Service Report (CSR) time tickets. The Customer Service Report (CSR), is a critical document for conformity. The CSR consists of several sections. The equipment information, model and serial numbers are recorded to identify the machine. A task code is used to identify the work done. Additionally, operating log readings are taken to verify the proper operation of the machine within design conditions. Calculations are done by the mechanic to confirm that operation is within the design specifications. Space on the form is dedicated to parts used, written description of work done and abnormalities discovered by the servicing mechanic. Finally, after all service is performed, customer signatures are obtained to verify that the work was done to the customer's satisfaction. The service performance key indicators are measured monthly by management. If any discrepancies are noted, the next level of management meets with the entity, determines the root cause of the existing performance as a comparison to plan and develop action plans to rectify the situation. These action plans detail specific areas of concern, outlining actions to be taken, timing, and responsibilities. Monthly follow-ups are conducted and actual results compared to planned results. Further corrective actions are taken as required. For product hardware, statistics and data compiled by the CSR Report feedback process determines product deficiencies. Its purpose is to allow the mechanic to receive technical assistance during startup, to give feedback to engineering on problems encountered with the unit. This information is shared with the components supplier and action items implemented to correct the situation. Management makes a required vendor visit to assure that the proper actions are implemented. In a distributed technical organization, there is the need to communicate service instructions across the nation. The principle vehicles for these transfers of information are the Service Bulletin and Equipment Technical Manuals. The need to generate technical bulletins is created by the input received from the field service organization through Customer Service Report (CSR) documents which are reviewed by U.S Field Operations (USFO) customer assurance personnel and field requests for assistance. Carrier uses both formal and informal approaches to assess the quality of its systems, processes, practices, products and services. Formally, Carrier Systems and Services assess the quality of the above with measurements. Some of the measurements include yearly audits (i.e., policies, procedures, purchasing, signature authority, safety), product failure rates on a monthly basis, service agreement cancellations, customer surveys (customer satisfaction index), and customer complaints. There are Product Management Councils set up to monitor, review and take action for specific products. Examples are the chiller, airside products, and controls products quality councils which meet on a quarterly basis or as required. Carrier is committed to delivering a quality product or service at an appropriate price. We have or are implementing processes that allow us to measure the quality of our current offerings, assess opportunities for improvement and implement changes, when needed, to improve our quality or modify our products to meet new customer requirements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods?	Net 30. Payment is accepted via check, credit card, or wire.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Rather than utilize a dealer network, Carrier Corp directly employs its sales and service force. As a Sourcewell incumbent, Carrier has successfully provided quarterly reports since 2017.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Carrier has created a pricing template which details contract labor rates, material markups, and equipment discounts from master pricing. This document is distributed to our field upon contract award, and stored on a shared drive for all company employees to access. Template uploaded to this RFP as a reference.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, and at no additional costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See attached pricing template.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	See attached pricing template.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	None.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced Parts are generally marked up using a pre-negotiated Mark up schedule. See attached pricing template for rates.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Trip charges and consumable charges apply to every visit.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery. Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as above.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Any unique requirements will be discussed on a customer by customer basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Carrier Corporation utilizes a pricing tool that can be pre-loaded with Sourcewell's pre-negotiated rates, and markups. This ensures that users are compliant while creating competitive bids for Sourcewell members. A National Account Manager will review all bids prior to submission to ensure consistencey, and correctness.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The Carrier National Account Manager will use two tools to track the Sourcewell contract usage. One is a tracking list maintained by the National Account Manager, and the equipment team. The second resides in our service-sales software, which will track and report quoted or sold jobs throughout the life of the contract.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Heating, ventilation, air-conditioning and refrigeration systems, controls, services, and sustainable solutions for commercial, industrial, and transportation applications.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Parts sales, new equipment factory startup, turnkey product installations, upgrades, indoor air quality solutions.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	(•) Yes ( ) No	Carrier offers a full line of products and solutions for building occupants' comfort, health, and well being, and industrial cooling. This includes new equipment, parts, labor, warranty, and turnkey installations.	*
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	(•) Yes ( ) No	Carrier sells a full line of OEM replacement components, and can source parts from all other HVAC manufacturers as well.	*
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	(•) Yes ( ) No	Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

Pricing - Sourcewell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:03:46
Financial Strength and Stability - Carrier-2020-Annual-Report.pdf - Monday June 21, 2021 10:32:55
Marketing Plan/Samples - Strategic Accounts Overview.pdf - Monday June 28, 2021 09:17:40
WMBE/MBE/SBE or Related Certificates (optional)
Warranty Information - Carrier Warranty and Terms.pdf - Monday June 21, 2021 10:33:20
Standard Transaction Document Samples - Sourcewell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:04:38
Upload Additional Document - RFP_070121_HVAC_Systems_Services_Contract_Template Sourcewell redline for Carrier 5.25.2021.docx - Monday June 21, 2021 10:33:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Alex Relf, Strategic Account Manager, Carrier Global Corp

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	☑	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM	☑	1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	☑	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 PM	☑	1

Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.

DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED

Prepared For:
Village of North Palm Beach

Job Name:
Village of NPB Public Safety (4) AHUs

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Date: October 23, 2023

Proposal Number: H4-220693-18872-1

COOP Quote Number: H4-tT2AAK-23-001
COOP or Federal Contract ID: OMNIA Racine #3341

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Four (4) Performance Climate Changers
Product Data

Qty: 1 Tag(s): AHU-1

Unit level options
- Indoor unit
- Unit size 8
- 6in. integral base frame
- UL listed unit

Controls
- No controller
- Supply external junction box

Warranty
- 5-year parts and labor warranty

Air mixing section (Pos #1)
- Door- right side
- Front full-face opening
- Top rectangular opening

Filter section (Pos #2)
- Door- right side
- Bag/cartridge filter frame
- 12in. cartridge - 65% eff ***(Field Installed)***
- 2" Pleated MERV 8 prefilters ***(Field Installed)***

Coil section (Pos #3)
- Vertical chilled water, cooling coil
- Right side coil and drain pan connections
- Right side access door downstream of coil
- Factory provided anti-corrosion coating – coil only

Fan section (Pos #4)
- Motorized Impeller Supply fan
- Door- right side
- Voltage 460/3
- Top rectangular discharge

Qty: 1 Tag(s): AHU-2

Unit level options

Indoor unit
Unit size 3
6in. integral base frame
UL listed unit

Controls

No controller
Supply External Junction Box

Warranty

5-year parts and labor warranty

Air mixing section (Pos #1)

Door – left side
Front full-face opening
Top rectangular opening

Filter section (Pos #2)

Door- left side
Bag/cartridge filter frame
12in. cartridge - 65% eff ***(Field Installed)***
2" Pleated MERV 8 prefilters ***(Field Installed)***

Coil section (Pos #3)

Horizontal chilled water, cooling coil
Left side coil and drain pan connections
Left side access door downstream of coil
Factory provided anti-corrosion coating – coil only

Fan section (Pos #4)

Motorized Impeller Supply fan
Door- right side
Voltage 460/3
Top rectangular discharge

Qty: 1 Tag(s): AHU-3

Unit level options

Indoor unit
Unit size 10
6in. integral base frame
UL listed unit

Controls

No controller
Supply external junction box

Warranty

5 year parts and labor warranty

Air mixing section (Pos #1)

Door- left side
Front full-face opening
Top rectangular opening

Filter section (Pos #2)

Door- left side
Bag/cartridge filter frame
12in. cartridge - 65% eff ***(Field Installed)***
2" Pleated MERV 8 prefilters ***(Field Installed)***

Coil section (Pos #3)

Vertical chilled water, cooling coil
Right side coil connection
Left side drain pan connection
Left side access door downstream of coil
Factory provided anti-corrosion coating – coil only

Fan section (Pos #4)

Motorized Impeller Supply fan

Door- right side
Voltage 460/3
Top rectangular discharge

Qty: 1 Tag(s): AHU-4

Unit level options
Indoor unit
Unit size 12
6in. integral base frame
UL listed unit

Controls
No controller
Supply external junction box

Warranty
5-year parts and labor warranty

Air mixing section (Pos #1)
Door- right side
Front full-face opening
Top rectangular opening

Filter section (Pos #2)
Door- right side
Bag/cartridge filter frame
12in. cartridge - 65% eff ***(Field Installed)***
2" Pleated MERV 8 prefilters ***(Field Installed)***

Coil section (Pos #3)
Vertical chilled water, cooling coil
Right side coil and drain pan connection
Right side access door downstream of coil
Factory provided anti-corrosion coating – coil only

Fan section (Pos #4)
Motorized Impeller Supply fan
Door- right side
Voltage 460/3
Top rectangular discharge

NOT INCLUDED: Installation/rigging/startup/supervision, warranty beyond Trane standard or as listed above, **power wiring**, BAS controls, control valves, smoke detectors, dampers, AFMS, filter gages, secondary drain pans, disconnects, **Motorized Impeller Control Panels**, **starters/VFDs**, marine lights, UV lights, extra materials, any material or labor not specifically described in this proposal.

Total Net Price *(Excluding Sales Tax)* ..... $ 97,616.82

Sincerely,

Andrew Miller
Trane U.S. Inc.
2884 Corporate Way
Miramar, FL 33025

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT**. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes., Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup**. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING., ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS),OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments**. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38

U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0622)
Supersedes 1-26.130-4(1221b)

Fernando Lagomasino • District Manager

2884 Corporate Way • Miramar FL 33025 • Tel 954 499 6900 • Fax 954 499 6901

Prepared For:
Mr. James Anthony
Village North Palm Beach
560 U.S. Highway 1
North Palm Beach, FL 33408

Project Location:
Public Safety Building
560 U.S. Highway 1
North Palm Beach, FL 33408

Job Name:
Air Handling Units Replacement Project

USC Contract # Racine #3341

Revised: **November 8, 2023**

Proposal Number: 7497852

USC # H4-tT2AAK-23-002

Trane is pleased to offer this proposal to provide the Installation of four (4) customer supplied chilled water air handling units (AHU1, AHU 2, AHU 3 and AHU 4) located at the above referenced address. This proposal includes the removal of the existing equipment per the scope of work listed below.

Project Scope of Work:

- During an agreed shut down period, Trane will shut-off the existing equipment to perform the project.
- Disconnect the existing chilled water piping, electrical power and control wiring, and any other mechanical attachments as necessary to remove the existing equipment.
- The existing units will be removed from the site and be disposed of.
- Trane will provide all rigging as needed for the project.
- Install in the existing locations, four (4) new Trane chilled water AHUs (Customer Supplied).
- Modify the existing chilled water piping and electrical feeds and reconnect to the units.
- Reconnect the existing condensate drain lines.
- Startup of the new units upon completion of the installation to be performed by factory certified Trane technician.
- One year parts and labor warranty on installation. (see equipment proposal for warranty on equipment).

General Conditions:

- The Customer will provide a secure staging area at the job site for use by Trane to receive and store materials.
- Trane will also require uninhibited access to the surrounding area for the entirety of the job during normal working hours as well as after hours if required.
- Commencement date to start upon engineer's approval.
- It is assumed that all existing mechanical attachments and control devices to be reused are in good operating condition. If it is found that any of these items is not usable, the customer will be responsible for the cost of upgrade or replacement via a change order to the base contract.
- It is assumed that all equipment and parts referenced in this proposal or attached to this proposal will be approved by the engineer of record. If it is found that any of these parts or equipment is not approved, or the engineered design drawings differ from existing site conditions or scope of work listed above the customer will be responsible for the upgrade/improvements via a change order to the base contract.
- Work performed by Trane or its subcontractors will comply with all applicable Federal, State and Local codes and standards.
- This proposal is subject to acceptance of the attached Trane Standard Contract Terms and Conditions.

Exclusions on the Scope of Work:

- Bond.
- Furnishing of the above-mentioned equipment, stands, and plenums.
- Permits fees will be charged to the customer via a change order if required.
- Warranty on the provided equipment (by the equipment manufacturer).
- Test and Balance of any kind.
- Connection of any new or existing building controls, devices, or new electrical wiring.
- Life safety devices, fire alarm wiring, or controls of any kind.
- Painting, other than touchup of equipment.
- Asbestos identification or abatement.
- Upgrades or repairs to existing mechanical equipment, piping, ductwork, heaters, or controls other than specified above.
- Electrical upgrades including but not limited to wiring, circuit breakers, other than mentioned above.
- Wall penetrations, repairs, and/or sealing other than mentioned above.
- Work incurred due to any existing code violations.
- Any work not listed above.

Additional Items Included:

- All rigging, as required.
- First year warranty on installation only.
- All applicable taxes and insurance.
- All welding by certified welders.
- Project Management, subcontractor and material coordination.

Standard Payment Terms

- Progress billing by month based on % of completion.
- Trane may invoice the customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site.

Pricing:

Your price for the aforementioned scope of work is as follows ..... **$294,979.00.**

Please see the attached Trane Terms and Conditions, as they form part of this proposal. If you have any questions concerning this proposal, please do not hesitate to contact me.

We thank you for this opportunity to be of service.

Respectfully,

Brad Ruzycki

Brad Ruzycki
Account Manager,
Trane Commercial Systems

James DeSousa
Account Manager,
Trane Commercial Systems

This agreement is subject to the Trane Terms and Conditions for Commercial Installation listed below.

Proposal Date: September 21, 2023
Submitted By: Brad Ruzycki

Customer Representative	**Trane**
Authorized Representative	Authorized Representative
Title	Title
Acceptance Date	Signature Date

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION
"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing

these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4)

Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.

7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: James Anthony, Facilities Manager/Public Works

DATE: December 14, 2023

SUBJECT: **RESOLUTION – Accepting a proposal from American Janitorial, Inc. to provide Janitorial Services in accordance with the Request for Proposals issued by the Village and authorizing the execution of Contract at a total annual cost not to exceed $274,410.88.**

Background:

The Public Works Department issued an RFP for Village-wide Janitorial Services on October 26, 2023. Please see attached a copy of the RFP. This RFP was open for the submittal of proposals until November 21, 2023. Proposals were evaluated on November 29, 2023. A committee of four reviewed each proposal and scored them in five categories:

1. Proposal Pricing
2. Personnel Qualifications
3. Project Management Plan
4. Past Performance/Client References
5. Workload and Contract Litigation

Each category was worth a total of 40 points with a total possible score of 200 points.

During this submittal and evaluation period, all vendors were required to attend a facilities tour on November 7, 2023. This was a valuable walkthrough which allowed all bidders to inspect our facilities and ask facility specific questions to better tailor their proposals to the Village needs. Village personnel responsible for the daily operation of each facility were on hand to describe their individual needs and expectations to the vendors.

The current vendor, AK Building Services, has performed janitorial services for the Village for the last six years. The initial contract was for 3 years with 2 possible 1 year extensions. Both extensions were utilized, in addition to a third 1-year extension authorized by the Village Council.

Pursuant to the Village's purchasing policies, the Department assembled a four-person Selection Committee that included the Assistant Director of Public Works, the General Manger of the North Palm Beach Country Club, the Leisure Services Superintendent of Parks, and the Public Works Facilities Manager. On November 29th, the RFP was closed and eleven (11) proposals were received. Nine (9) were deemed to be sufficient. The two (2) firms that were not evaluated failed to provide some or all of the required documentation cited in the RFP. Copies of the proposals were provided to the Selection Committee, and the Committee ranked the proposals based upon the materials provided.

Evaluation on Written Proposal:

Company	Total Score	Average Score	Cost $**
American Janitorial	695	173	$234,410.88
Image Co.	668	167	$249,348.00
Clean Space	628	157	$216,108.17
AK Building	634	158	$193,446.60
Ceiling Floor	655	163	$275,500.00
Amer Plus	501	125	$372,107.11
MiliClean	614	153	$119,520.00
NET Facility	530	132	$191,817.21
Zaharaly	485	121	$177,531.30
Sunshine*	N/A	N/A	N/A
WeClean*	N/A	N/A	N/A

* Both Sunshine Cleaning and WeClean did not merit scoring due to lack of responsiveness. Specifically, requested documents were not received thereby disqualifying them from consideration.

**These are the annual costs to provide the basic services listed in the RFP. Any additional services requested, above and beyond the regularly scheduled services, will be provided on an ala carte basis, e.g. – carpet cleaning for a special event, floor waxing, additional window cleaning, etc. These additional services are pre-priced in the bid to avoid any ambiguity on pricing in the future. This is the current pricing model we have been using for many years. Based on historical data, the cost of additional services could range anywhere between $15,000 to a maximum of $40,000.

Based upon the rankings, the Selection Committee is recommending that the Village execute a contract with American Janitorial, Inc.

American Janitorial scored very highly in each category and particularly excelled with their project management plan. Both their transition and execution plan were highly comprehensive. Their use of a phone based application to alert cleaning crews (and supervisors) to immediate needs and deficiencies was both novel and efficient.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Country Club	Clubhouse & Grounds Maintenance	L8059-33491	Contractual Services	$23,836.56
General Fund	Public Works / Facilities	A5519-33491	Contractual Services	$210,574.32

Legal Review

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

Recommendation:

Village Staff recommends approval of the attached Resolution accepting the Proposal submitted by American Janitorial, Inc. for Village-wide janitorial services at an annual cost for basic services of $234,410.88 (and total annual cost not to exceed $274,410.88), with funds expended from Account No. L8059-33491 (Clubhouse Grounds & Maintenance – Contractual Services) and Account No. A5519-33491 (Public Works/Facilities – Contractual Services), and authorizing the Mayor and Village Clerk to execute the 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 THE PROPOSAL FOR MUNICIPAL FACILITY JANITORIAL SERVICES FROM AMERICAN JANITORIAL, INC. AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village advertised a Request for Proposals for Municipal Facility Janitorial Services and received four proposals; and

WHEREAS, a Selection Committee consisting of members of Village Staff reviewed the proposals received by the Village and evaluated them based on numerous factors including, but not limited to, proposal pricing, personnel qualifications, project management plan, client references, workload projection, and contract litigation; and

WHEREAS, based on such evaluation, the Committee recommended accepting the proposal submitted by American Janitorial, Inc.; and

WHEREAS, the Village Council determines that acceptance of the proposal submitted by American Janitorial, Inc. and the execution of a contract relating to such services 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 accepts the proposal submitted by American Janitorial, Inc. at a total annual cost for basic services of $234,410.88, with $23,836.56 expended from Account No Account No. L8059-33491 (Clubhouse Grounds & Maintenance – Contractual Services) and $210,574.32 expended from Account No. A5519-33491 (Public Works/Facilities – Contractual Services). The total annual cost of the Contract, including additional services, shall not exceed $274,410.88.

Section 3. The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for services with American Janitorial, Inc., a copy of which is attached hereto and incorporated herein by reference.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to extent of such conflict.

Section 5. 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 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 VILLAGE, and AMERICAN JANITORIAL, INC., a Florida corporation, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 46-0557106.

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

ARTICLE 1. SERVICES OF THE CONTRACTOR.

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

ARTICLE 2. TERM/COMMENCEMENT DATE

This agreement shall become effective January 1, 2024 and shall remain in effect for a period of two (2) years, unless earlier terminated in accordance with Article 8. This Contract shall automatically renew for three (3) additional (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

ARTICLE 3. VILLAGE'S REPRESENTATIVE.

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

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

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

B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE'S representative, indicating that services have been

rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

ARTICLE 5. INDEMNIFICATION.

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

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

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

ARTICLE 6. PERSONNEL.

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

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

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

ARTICLE 7. INSURANCE

A. Prior to execution of this Contract by the VILLAGE the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written

notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

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

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

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

ARTICLE 8. TERMINATION

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

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

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS

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

ARTICLE 10. REMEDIES

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.

ARTICLE 11. EXCUSABLE DELAYS

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

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

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

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

B. The CONTRACTOR does not have the power or authority to bind the VILLAGE in any promise, agreement, or representation other than as specifically provided for in this agreement.

ARTICLE 13. NONDISCRIMINATION

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

ARTICLE 14. ENFORCEMENT COSTS

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

ARTICLE 15. AUTHORITY TO CONDUCT BUSINESS

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

ARTICLE 16. SEVERABILITY

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

ARTICLE 17. PUBLIC ENTITY CRIMES

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

ARTICLE 18. MODIFICATIONS OF WORK

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

B. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the VILLAGE.

C. Changes in the Scope of Work relating solely to changes in square footage necessitated by construction activities at the Country Club shall be based on the pricing indicated in the CONTRACTOR's Proposal and shall be evidenced by a Letter of Understanding signed by the VILLAGE Manager and the CONTRACTOR's representative without the need to formally amend this Contract.

ARTICLE 19. NOTICE

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

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

and if sent to the CONTRACTOR shall be mailed to:

American Janitorial, Inc.
87 North Central Avenue
Umatilla, Florida 32784
Attention: Jason Lay, CEO

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 21. PROTECTION OF WORK AND PROPERTY

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

ARTICLE 22. WAIVER

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

ARTICLE 23. PREPARATION

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

ARTICLE 24. MATERIALITY

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

ARTICLE 25. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

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

ARTICLE 26. DEFAULT

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

A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the VILLAGE which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged, or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 27. AUDITS

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

ARTICLE 28. INSPECTOR GENERAL

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

ARTICLE 29. WAIVER OF SUBROGATION.

CONTRACTOR 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 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. 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 CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 30. E-VERIFY

Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;

B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;

D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;

F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not CONTRACTOR, shall be grounds for the VILLAGE to order CONTRACTOR immediately terminate the contract with the subcontractor; and

G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statues, CONTRACTOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

ARTICLE 31. PUBLIC RECORDS.

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

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

A. Keep and maintain public records required by the VILLAGE to perform the service.

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

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

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

ARTICLE 32. LEGAL EFFECT

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

ARTICLE 33. REPRESENTATIONS/BINDING AUTHORITY

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

CONTRACTOR
AMERICAN JANITORIAL, INC.:

BY: _____

Print Name: _____

Title:_____

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

American Janitorial Incorporated

The Best Value In Cleaning

Municipal Facility Janitorial Services for the Village of North Palm Beach

November 21, 2023

ORIGINAL

Focused Customer Service
Quality Workmanship
Experienced Staff
Competitive Pricing
24 Hour Emergency Service

American Janitorial Incorporated
The Best Value In Cleaning

November 17, 2023

James Anthony
Facilities Manager
Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

RE: Municipal Facility Janitorial Services for the Village of North Palm Beach

Dear Mr. Anthony,

We are pleased to submit a proposal for custodial services at the Village of North Palm Beach locations. As you review our proposal, you will see that American Janitorial, Inc. (AJI) understands your specific challenges and our proposal provides you with a program tailored specifically for the needs of the Village of North Palm Beach. These key items separate AJI in the marketplace:

- Experience with large scale, multi-location projects – As the current janitorial contractor for multiple County and City government entities throughout Florida, including Lake, Volusia, and Flagler Counties, as well as the Cities of Ormond Beach, Clermont, Dunedin, Flagler Beach and Palm Coast, AJI understands the unique challenges of providing daily services for multiple locations spread out over large geographic areas. Additionally, we provide custodial and related services to over 5.5 million sq ft of space daily throughout our portfolio, employing over 250 people.

- Management - The Contract Managers we assign to oversee your account are the most integral part of our program. These are salaried positions, which coordinate, direct, and control all of the custodial functions in their area of operation. The assigned Contract Managers will be available to Village of North Palm Beach representatives 24 hours a day, 7 days a week.

- Proximity – Headquartered in Lake County, AJI has a strong presence in Central Florida, which places us in a unique position to be able to handle any issues that arise at the Village of North Palm Beach locations promptly and efficiently.

American Janitorial, Inc. (AJI)
87 North Central Ave, Umatilla, FL 32784
P: 352-551-7941
F: 352-669-1408

AJI is a local cleaning company that has serviced Florida businesses and governments for over 35 years. AJI was founded in 1987 as a "one stop shop" commercial and industrial janitorial service and supply company. Under our current structure as American Janitorial, Inc., we are a Florida Corporation incorporated on July 11, 2012. Our officers are Jordan Daily (President), Stephanie Dailey (CFO) and Jason Lay (CEO). Our home office is located in the City of Umatilla, allowing us a central base in which to service a large geographical area throughout Florida. We have serviced hundreds of local businesses and government organizations over the years and stand by our reputation as the best cleaning value available.

Our fundamental values of honesty, trust, integrity, respect, and quality drive our philosophy of cleaning at AJI; to deliver the best possible service to our customers each and every day. Our basic principles for achieving this goal are:

- Develop transparent relationships with employees, suppliers and customers
- Create a positive economic outcome for both our employees and our customers
- Seek to steadily improve our quality control system, CleanCheck ™
- Develop meaningful community interaction
- Protect and preserve the environment at all times
- Maintain our competitive edge

We verify that all terms and conditions set forth by the Village of North Palm Beach are understood and acknowledged by the undersigned, and there are no potential conflicts of interest associated with our response. As CEO of AJI, I am legally authorized to bind the corporation through signature.

We look forward to developing an excellent working relationship with this contract and we are committed to giving you the highest possible quality for the fairest possible price.

If you have any questions regarding this response, please contact me anytime at 352-910-0880 or by email at jason.lay@ajiclean.com.

Sincerely,

Jason Lay
CEO

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PROPOSER'S ACKNOWLEDGMENT AND PROPOSAL FORM

Request for Proposals for Municipal Facilities Janitorial Services

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

Fed. ID# or SSN: 46-0557106

Address: 87 North Central Ave, Umatilla, FL 32784

Telephone No.: 352-932-9456 Fax Number: 352-669-1408

E-Mail: ryan.strem@ajiclean.com

Contact representative: Ryan Strem

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

Authorized Representative's Signature — Date: 11/17/2023

Name: Jason Lay — Position: CEO

Section One:

In accordance with the terms and conditions stated in the Request for Proposal (RFP) requesting all goods and services for Municipal Facilities Janitorial Services, the undersigned proposes the following to the Village of North Palm Beach:

American Janitorial, Inc. **(proposer's legal name)** certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. Applicable License number(s): P12000061074.

Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum on an annual basis:

Two hundred thirty four thousand, four hundred ten dollars and eighty-eight cents
Written Dollar Amount

($ 234,410.88)

Proposal Form

Section Two:

For budget purposes and in the event the Village removes a facility from the Scope of Services, the Village is requiring a breakdown of the service fees for each of the Village facilities enumerated therein (the total cost for all facilities should match the cost indicated in Section One – in the event of a conflict, the total cost indicated in Section One shall control):

1. Village Hall	$ 2,283.82
2. Library	$ 2,902.68
3. Anchorage Park Activities Building	$ 889.24
4. Anchorage Park Restrooms	$ 57.20
5. Public Works Complex	$ 2,095.72
6. Osborne Park	$ 1,078.00
7. Community Center	$ 2,785.20
8. Community Center Restrooms	$ 308.00
9. Community Center NW Restrooms	$ 88.00
10. Public Safety Complex	$ 4,400.00
11. Community Development	$ 660.00
12. Country Club (Tennis Center)	$ 376.64
13. Country Club (Golf Shop, Offices, Locker Rms, Emp. Lounge)	$ 440.00
14. Country Club Pool Area	$ 330.00
15. Country Club (2nd Fl Admin, Offices, Lobby, Restrooms, Conference Rm)	$ 196.46
16. Country Club (2nd Fl Loggia, Circle Entry, Stairs, Passenger Elevator)	$ 533.28
17. Country Club (1st Fl, Elevator Landing, Outside Golf Shop Landing to West Door)	$ 110.00

Section Three:

For budget purposes and in the event the Village removes or adds an additional service, the Village is requiring a breakdown of the service fees listed below. Costs are to be written per one (1) service:

Village Hall

18. Hot Water Extraction Carpet Cleaning	$ 1,760.00
19. Cleaning Exterior Windows	$ 1,500.00
20. Water Extraction Carpet Cleaning	$ 2,640.00
21. Stripping/Sealing/Refinishing hard floor	$ 100.00
22. Clean Exterior windows	$ 1,050.00

Anchorage Park

23. Stripping/Sealing/Refinishing hard floor	$ 1,575.00

Community Development

24. Machine Scrubbing hard floor	$ 660.00

Community Center

25. Machine Scrubbing hard floor	$ 150.00
26. Grout Cleaning Tile Floor	$ 756.00
27. Clean Exterior Windows	$ 450.00

Osborne Park

28. Stripping/Sealing/Refinishing hard floor $ 2,205.00

Public Safety

29. Hot Water Extraction Carpet Cleaning $ 450.00
30. Grout Tile Floor $ 420.00
31. Stripping/Sealing/Refinishing Hard Floor $ 6,750.00
32. Clean Exterior Windows $ 1,500.00

Public Works

33. Hot Water Extraction Carpet Cleaning $ 880.00
34. Grout Cleaning Tile Floor $ 1,200.00
35. Stripping/Sealing/Refinishing Hard Floor $ 1,800.00
36. Clean exterior Windows $ 300.00

Tennis Pro Shop

37. Hot Water Extraction Carpet Cleaning $ 360.00
38. Grout Cleaning Tile Floor $ 35.00
39. Stripping/Sealing/Refinishing Hard Floor $ 100.00

Country Club Locker Rooms

40. Grout Cleaning Tile Floor $ 250.00

Golf Pro-Shop

41. Hot Water Extraction Carpet Cleaning $ 400.00
42. Grout Cleaning Tile Floor $ 50.00
43. Clean Exterior Windows and Glass Doors $ 350.00

Country Club Admin Offices (2nd Floor)

44. Hot Water Extraction Carpet Cleaning $ 175.00
45. Grout Cleaning Tile Floor $ 100.00
46. Clean Exterior Windows and Glass Doors $ 100.00

Country Club Pool Locker Rooms

47. Grout Cleaning Tile Floor $ 630.00

Additional Services to be performed upon request:

1. Hot Water Extraction Carpet Cleaning:
   $ 0.22 per square foot or minimum charge of $ 250.00

2. Grout Cleaning Tile Floor:
   $ 0.42 per square foot or minimum charge of $ 250.00

3. Machine Scrubbing Hard Floor:
   $ 0.22 per square foot or minimum charge of $ 250.00

4. Stripping/Sealing/Refinishing Hard Floor:
   $ 0.45 per square foot or minimum charge of $ 250.00

5. Clean Exterior Windows (First Floor):
   $ 3.00 per square foot or minimum charge of $ 250.00

6. Porter Service (Per Porter) (Special Events):
   $ 25.00 per hour or minimum charge of $ 250.00

DRUG FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Jason Ray

Proposer's Signature

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

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

by Jason Lay, CEO
(print individual's name and title)
for American Janitorial, Inc.
(print name of entity submitting sworn statement)

whose business address is 87 North Central Ave, Umatilla, FL 32784

and (if applicable) its Federal Employer Identification Number (FEIN) is: 46-0557106

(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.

Jason Lay
_____
(Signature)

The foregoing document was sworn and subscribed before me this 17th day of November, 2023 by Jason Lay, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires: 9/19/2026

HEATHER L. CASAVANT
Notary Public
State of Florida
Comm# HH313808
Expires 9/19/2026

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by Jason Lay, CEO
(print individual's name and title)
for American Janitorial, Inc. (AJI)
(print name of entity submitting sworn statement)

whose business address is 87 North Central Ave, Umatilla, FL 32784

and (if applicable) its Federal Employer Identification Number (FEIN) is: 46-0557106

(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.

Jason Lay

(Signature)

The foregoing document was sworn and subscribed before me this 17th day of November, 2023 by Jason Lay, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires: 9/19/2026

FLORIDA NOTARY ASSOCIATION SINCE 1976

HEATHER L. CASAVANT
Notary Public
State of Florida
Comm# HH313808
Expires 9/19/2026

State of Florida
Department of State

I certify from the records of this office that AMERICAN JANITORIAL, INC. is a corporation organized under the laws of the State of Florida, filed on July 11, 2012.

The document number of this corporation is P12000061074.

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 18, 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 Capital, this the Eighteenth day of January, 2023

Secretary of State

Tracking Number: 5880720305CC

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

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

Company Background

American Janitorial Inc. (AJI) was founded in 1987 as a "one stop shop" commercial and industrial janitorial service and supply company.

AJI employs over 250 people to provide comprehensive cleaning services for over 225 facilities throughout the State of Florida, totaling over 5.5 million square feet serviced each day. We have serviced hundreds of local businesses and government organizations over the years and stand by our reputation as the best cleaning value available. Some of our current customers include The Villages HealthCare Centers, City of Gainesville RTS, Volusia County Board of County Commissioners, Flagler County Board of County Commissioners, The Villages Commercial Property Management, The Villages Community Development Districts, the City of Dunedin, and the City of Clermont.

AJI started out as an energetic family business with only a few part-time employees. It has now grown to be one of the leading janitorial service contracting companies in Central Florida yet still remains a strong family business. AJI has always maintained a focus on hard work and dedication to customer service.

Our President is Jordan Dailey, the company founder's grandson. Mr. Dailey joined the company in 2000 to assist in the development of the commercial janitorial operations. Despite tough economic conditions, AJI has continued to grow under his leadership as he has demonstrated his ability to lead and adapt to ever-changing times. Part of this adaptation was the creation & implementation

of a new quality assurance system that drastically improved the overall performance level of the company's services. Mr. Dailey also expanded the service offerings that the company provides. This expansion allowed the company to branch into new markets and add more services to a wider variety of customers, particularly in the governmental and medical fields.

The basis of AJI's business operations and relationships are the core values of honesty, trust and integrity. Our longevity in an industry where many competitors have come and gone proves that the company's business principles are solid and consistent. *American Janitorial always meets the needs of its customers, regardless of the money or time it takes to ensure satisfaction.*

Who We Are:

- We are a locally owned and operated company that takes pride in every facility we service. We have the resources and expertise of a national corporation combined with the quality customer service of a hometown cleaning company. Our reputation is our best asset!
- We are a company that builds and cultivates long lasting relationships with our customers through clear communication and outstanding customer support. We invest time and effort into relationships with our customers!
- We are a company that retains business. Every contract we have is important to us and we treat each one as if it's our only one.
- We are a company that cares about quality workmanship. Our custom quality control system, CleanCheck™ creates accountability for our staff and allows us to detect problems before they happen. We routinely inspect our own work so our customers don't have to.
- We are a company that does whatever it takes. Just ask our references.

Who We Aren't:

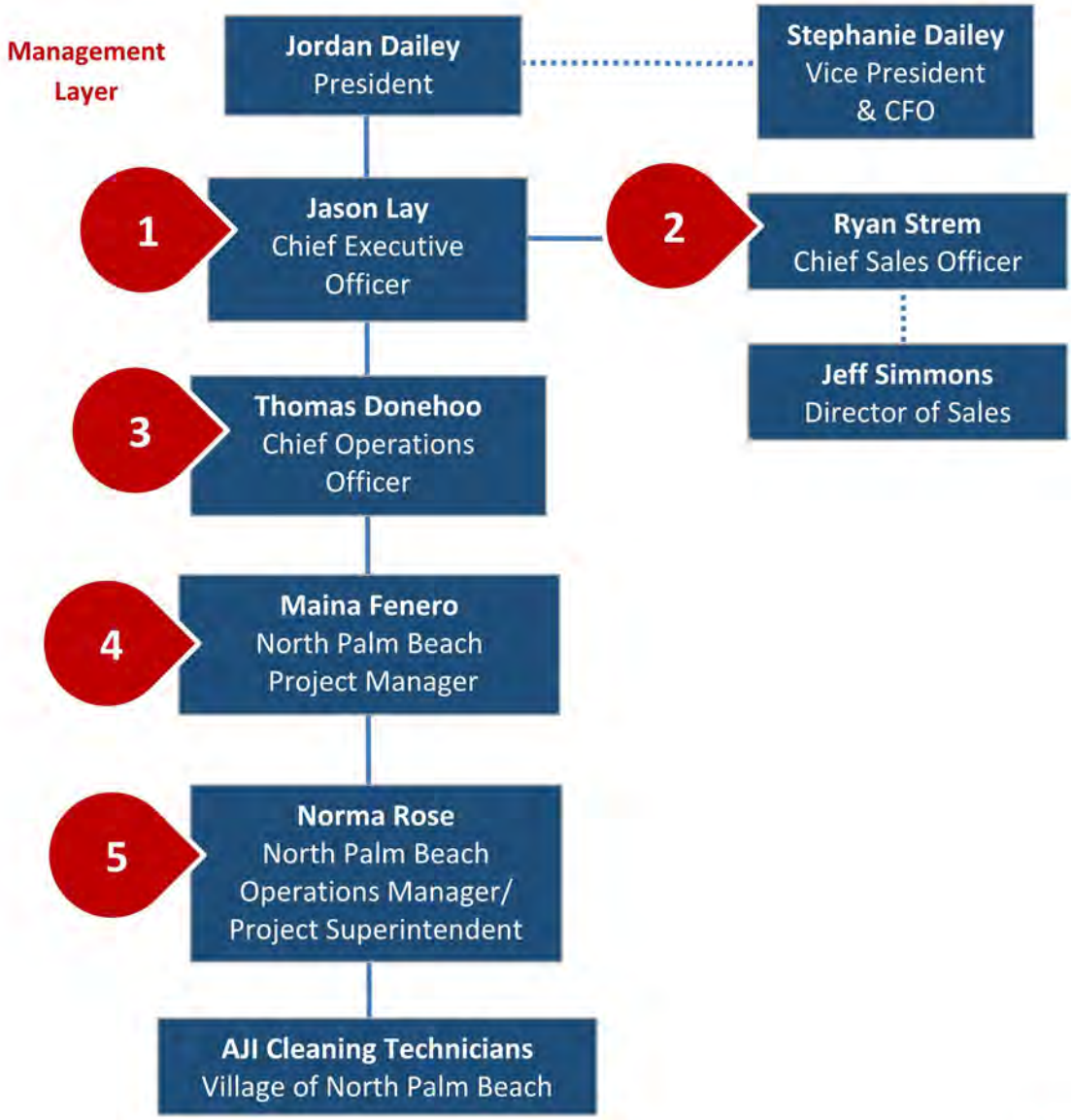
- We aren't a national or franchise company who treats its customers like just another number.
- We aren't a company who works off of volume and turns in "cookie cutter" bid packages based solely on pre-determined square footage pricing. We don't just move from one big contract to the next.
- We aren't a company that makes excuses – if something isn't right, we fix it.

Our company's core services include floor care, janitorial services, hard surface floor care, carpet cleaning, trash removal, bus stop maintenance, pressure washing, lawn services, and water/fire damage cleanup.

AJI Contract Personnel

Our personnel approach is based on a team concept of highly trained individuals who are assigned to a specific duty throughout their assigned service area. AJI will have **5 layers of management** on this project to ensure the needs of the Village of North Palm Beach are met consistently on a daily basis. The following pages outline the janitorial service industry experience and primary responsibilities of AJI's management team.

Management Organizational Structure



Management Biographies & Qualifications

Jordan Dailey

President

AJI's President joined the company in 2000 to assist in the development of the commercial janitorial operations. AJI has continued to grow under his leadership as he has demonstrated his ability to lead and adapt to ever-changing times and build upon AJI's legacy as one of the most popular janitorial service providers in the region. Part of this adaptation was the creation and implementation of a new quality assurance system that has drastically improved the overall performance level of the company's services. Mr. Dailey also expanded the service offerings that the company provides. This expansion has allowed the company to branch into new markets and add more services to a wider variety of customers, particularly in the governmental and medical fields.

Jason Lay

CEO

AJI's CEO joined AJI in 2022, after retiring from a successful, 28-year career as a Colonel in the United States Air Force and the Florida Air National Guard. His extensive experience as a senior military officer and commander, including multiple overseas combat deployments, makes him a trusted and valuable leader for the AJI Team. In addition, Mr. Lay brings a wealth of business experience and acumen from his time as President and CEO of his own construction and restoration company for 10 years. Mr. Lay earned his Bachelor of Science degree in mechanical engineering from the University of Portland in 1994, and he also earned a master's degree in Security Studies from Air University in 2016. As CEO, Mr. Lay is responsible for the business performance of the entire AJI organization, including Operations, Sales, Business Development, office management, accounting, support functions, and individual leadership development. In addition, he is responsible for establishing and implementing key business strategies and objectives that will maintain and secure AJI's future success.

Stephanie Dailey

Vice President & CFO

Ms. Daily joined AJI in 2001 and currently serves as our Vice President & Chief Financial Officer. In this role, Ms. Dailey is responsible for developing and implementing purchasing strategies to reduce costs, which allows AJI to stay competitive as well as maintaining strong supplier relationships to ensure our employees in the field have the proper equipment and materials necessary to do their jobs. Additionally, Ms. Daily is responsible for the overall administrative operation of janitorial service contracts and adherence to terms and conditions.

Ryan Strem

Chief Sales Officer

A recent addition to the AJI team, Ryan Strem has joined the company as CSO. Mr. Strem has over 20 years' experience in the Education and Administration field where he gained extensive knowledge of customer service and communication. He works closely with AJI customers to provide solutions to any issues that arise with the performance of their contracts. Additionally, he has developed a set of performance metrics that drive improved financial performance, customer service, and overall operational accountability He is responsible for overseeing AJI's business development and ensuring complete customer satisfaction.

Thomas Donehoo

Chief Operations Officer

As the COO, Mr. Donehoo is responsible for customer service, operational oversight, and purchasing. A member of the AJI team since 2010, Mr. Donehoo specializes in client communication, program development and staff training, ensuring that AJI's service is consistently exceptional and specialized for each client. Mr. Donehoo is responsible for overseeing the operations of the janitorial contract and the management of all cleaning technicians assigned to the contract. He will perform inspections, maintain checklists and quality control procedures, and schedule all services.

Maina Fenero

Project Manager

Ms. Fenerro joined AJI in 2016 as a building supervisor and has risen to the position of Project Manager, currently responsible for AJI's mid-Atlantic area janitorial projects including the Counties of Volusia and Flagler, as well as the Cities of Ormond Beach, Palm Coast and Flagler Beach. In her role as Project Manager, Ms. Fenero is responsible for overseeing the operations of the janitorial contract and the management of all cleaning technicians assigned to the contract. She will perform inspections, maintain checklists and quality control procedures, and schedule all services. Ms. Fenero can be onsite to handle any issues on the Village of North Palm Beach project within 120 minutes or less.

Norma Rose

Operations Manager/Project Superintendent

As Operations Manager/ Project Superintendent, Ms. Rose will be responsible for the cleaning operations at the Village of North Palm Beach locations, including supervision, inspections, and control of all custodial and related services associated within the janitorial contract. She has been a member of the AJI team since 2019, and currently oversees over 15 locations throughout her area, including the City of Ormond Beach and various locations in our Volusia County contract. Ms. Rose is responsible for quality control inspections, enforcing proper cleaning procedures, managing personnel, and overseeing additional services. Ms. Rose is a full time Operations Manager and will immediately respond to any issue that may arise at the Village of North Palm Beach locations.

Primary Contact

The primary contact person for this project will be Thomas Donehoo. Mr. Donehoo will oversee all daily cleaning operations and is responsible for quality control inspections, enforcing proper cleaning procedures, managing personnel, and overseeing additional services. Mr. Donehoo will be designated to this contract and will immediately respond to any issue that may arise.

Thomas Donehoo
Chief Operations Officer
352-409-0754
thomas.donehoo@ajiclean.com

Communication is at the core our Customer Service program. At AJI, we are a team of experienced people have worked together an average of 10 years. We understand the importance of teamwork and communication to achieve the high levels of service we deliver on a consistent basis. Each of the individuals below is available for Village of North Palm Beach representatives 24 hours a day, 7 days a week.

Thomas Donehoo, Chief Operations Officer
352-409-0754

Norma Rose, Project Superintendent
386-451-9426

Maina Fenero, Project Manager
352-408-2343

Jeff Simmons, Director of Sales
352-551-7941

Ryan Strem, Chief Sales Officer
352-932-9456

Stephanie Dailey, VP & CFO
352-630-1075

Jason Lay, CEO
352-910-0880

Jordan Dailey, President
352-636-2920

PROJECT APPROACH

AJI's plan to provide janitorial services at the Village of North Palm Beach locations is simple: take care of the Village with professional, high-quality service, and ensure that all contract requirements are met or exceeded on a daily basis.

We believe that the secret to the company's success is through understanding our customer's needs and ensuring those needs are met on a consistent basis. AJI is dedicated to the continual development of stronger customer relations and consistent quality improvement. We do this by having a proven and tested cleaning system upon which our entire operations are based.

People: We are an organization that cares about our employees. As such, we take the time to ensure each and every one is properly trained to perform the work they are assigned, ensuring their safety and the safety of the building occupants in the facilities we service.

Products: In business for over 35 years, AJI understands what products and equipment are necessary to do the job correctly. We use **Green Seal** certified products whenever possible to maintain our commitment to preserving the environment.

Process: Our systematic cleaning process allows us to deliver service that results in a healthier environment, better customer relationships and lower costs than our competitors.

We have customized cleaning systems in place that will meet all of the needs of the Village of North Palm Beach, and often exceed expectations. Implementation of this system involves:

- Customized daily checklist for all locations
- Cleaning request log and communications system
- Implementation of quality control system, CleanCheck™
- In-house training of all new employees
- Full-time Project Manager and Supervisor/Crew Leader
- Daily inspections and immediate support and response
- Detailed monthly inspections and reports
- Hot spot training and implementation

MANAGEMENT PLAN

Our cleaning approach is based on a team concept of highly trained technicians who are assigned to a specific duty throughout their assigned service area. Our technicians are:

- Executive Technician
- Restroom Technician
- Vacuum Technician

These three highly trained technicians work together to form an efficient team which is capable of providing the consistently high-quality service upon which our reputation was built.

EXECUTIVE TECHNICIAN:

The Executive Technician is our most versatile cleaning position. They are responsible for the emptying of all trash and recycling receptacles and the replacement of liners, as needed. They sanitize telephones and dust all appropriate horizontal and vertical surfaces up to 72".

In preparation for the Vacuum Technician, they pick up paper clips and various other items from the floor such as papers and writing utensils. They mop hard surface flooring in common areas and suites. They also spot clean various surfaces around the office: doors, glass, and walls. In addition, they are responsible for ensuring that the first-impression areas of your building are cleaned and maintained properly. They detail clean all interior glass walls and high visibility carpet areas. They polish all brass fixtures and maintain the cleanliness of the elevator tracks. They will also haul trash from various areas to on-site dumpsters and police the stairwells to remove all debris.

RESTROOM TECHNICIAN:

Primary responsibilities for our Restroom Technicians include restocking of all paper dispensers (toilet tissue, hand towels, etc.), emptying trash and replacing liners, cleaning and disinfecting all fixtures and mirrors, and wiping down stall partitions and doors. They are also responsible for scrubbing all flooring areas in each restroom. The primary function of the Restroom Technician is to disinfect and clean all surfaces while maintaining an odor free environment.

VACUUM TECHNICIAN:

The Vacuum Technician is responsible for the daily vacuuming of all traffic areas and spot vacuuming all other office areas. In addition, they vacuum office furniture to remove various small debris and spills. Depending on the size of the building, they may also help the Executive Technician with hard surface floor cleaning, such as mopping in kitchen areas and corridors.

DAY PORTERS:

AJI porters have experience working independently as well as proven customer service experience working with the general public. All AJI day porters will be proficient in the English language and be able to communicate with building representatives and visitors both orally and in writing. AJI day porters are trained to work independently, and be reliable, self-motivated, mature, and responsible. Duties include: service main lobbies, police & service restrooms, respond to complaints, perform special cleaning, setup rooms for meetings & conferences, post-meeting Cleanup and emergency cleaning.

PROJECT SCHEDULE

Below is a preliminary staffing plan and project schedule for the Village of North Palm Beach locations. This is based on our experience providing services to similar facilities; it is not uncommon for staffing levels and time of service to be modified after award and on-the-job experience.

				SERVICE DAYS									
#	LOCATION	SQ FT	DAYS PER WEEK	MON	TUES	WED	THUR	FRI	SAT	SUN	# PPL	TOTAL HOURS PER DAY	ESTIMATED TIME OF SERVICE
1	Village Hall 501 U.S. Highway One	10,381	5								1	3	7:00P-10:00P
2	Library 303 Anchorage Drive	13,194	5								1	4	8:00P-12:00A
3	Anchorage Park Activities Building 603 Anchorage Drive	4,042	5								1	1	12:00A-1:00A
4	Anchorage Park Restrooms 603 Anchorage Drive	260	5								1	0.5	7:30P-8:00P
5	Public Works Complex 645 Prosperity Farms Road	9,526	5								1	3	7:00P-10:00P
6	Osborne Park 851 Prosperity Farms Road	4,900	5								1	1.5	10:00P-11:30P
7	Community Center 1200 Prosperity Farms Road	12,660	5								1	3	11:00p-2:00A
8	Community Center Restrooms	1,400	5								1	0.5	10:00P-10:30P
9	Community Center NW Restrooms	400	5								1	0.5	10:30P-11:00P
10	Public Safety Complex, 560 U.S. Highway One *Excludes Firefighter's bunk rooms & kitchen	20,000	7								1	6.5	10:00A-4:00P
11	Community Development Office 420 U.S. Highway One	3,000	5								1	1	6:00P-7:00P
12	Country Club, 951 U.S. Highway One (Tennis Center)	1,712	7								1	1	10:00P-11:00P
13	Country Club, 951 U.S. Highway One (Golf Shop, Office, Locker Rooms, Empl Lounge)	2,000	7								1	1.5	12:00A-1:30A
14	Country Club, 951 U.S. Highway One (Pool Area)	1,500	7								1	1	11:00P-12:00A
15	Country Club, 951 U.S. Highway One (2nd Fl Admin. Offices, Lobby, Restroom &	893	7								1	0.5	10:00P-10:30P
16	Country Club, 951 U.S. Highway One (2nd Fl Loggia, Circle Entry, Stairs, Passenger	2,424	7								1	2	10:30P-12:30A
17	Country Club, 951 U.S. Highway One (1st Fl, Elev Landing, Outside Golf Shop Landing to W Door)		7								1	0.5	12:30A-1:00A

Transition Plan

We understand what an important decision it is to change cleaning companies and have custom designed a transition plan that will uphold and exceed the expectation of character and conduct within the Village of North Palm Beach, provide improved efficiencies, and ensure a smooth transition on this project. We've personalized every step in our transition plan to meet the specific needs of West Palm Beach. Our successful transition history is due to our comprehensive plans and ability to provide everyone involved with the most current information.

With our management team in place, our next task is to refine the departmental organization to support the achievement of your goals. First is an emphasis on building a team. We start by interviewing local North Palm Beach residents to join our custodial staff and exploring their job goals and objectives. Only by establishing a firm foundation of trust and mutual respect can we achieve success. At the same time, our management and transition support team will be meeting with North Palm Beach representatives to fully familiarize ourselves with the needs and expectations of each individual location. These meetings will help us establish the benchmarks on which we build our programs.

Once the departmental assessment is completed, we will initiate our transition plan as described within our proposal, including the installation of our customized programs and technology; complete the department reorganization, and begin educating the staff to create the improved service you envision.

AJI's transition planning process includes detailed plans in (5) separate categories with a thorough timeline specifying the time and order tasks are completed.

Phase 1	Operations Planning and Equipment Acquisition
Phase 2	Workforce Planning
Phase 3	Training
Phase 4	Launch
Phase 5	Evaluation & Month 1 Inspections & Project Review

Phase 1

Thursday, December 14	-Notification of Award -Place Employment Ad
Friday, December 15	-Review Equipment Needs and Place Orders for New Equipment with Suppliers -Define Management Roles and Responsibilities -Review Expectations of All Team Members
Monday, Dec 18	-Order Cleaning Chemicals -Outline and Structure Work Plans for Each Location
Tuesday Dec 19 through Friday December 22	-Interview Cleaning Technician Candidates -Submit Applications to HR for Background Checks

Phase 2

Tuesday, December 26	- Tour Village of North Palm Beach Facilities -Review Background Check Results and Determine Final Cleaning Crew
Wed, December 27	-Project Management Team Meet to Finalize Work Plans for Locations and Review All Employee Schedules and Responsibilities

Phase 3

Thurs, December 28	-Delivery of Equipment and Supplies -Employee Training & Orientation
Thurs, December 28 through Sunday December 31	-Employee Training & Orientation -Review Launch Day Plan -Finalize Employee Roster & Building Assignments -Inventory and Test New Equipment -Deliver Equipment & Supplies to Job Sites -Walk Through Facilities with Assigned Cleaning Crew

Phase 4

Tuesday, January 2	-Launch Day -All Managers On-Deck to Inspect Quality of Workmanship
Jan 2 – Jan 5, 2024	**-Initial deep cleaning of each facility. This allows us to start off with a clean slate at each site, and a standard at which we intend to keep your facilities clean.**

Phase 5

Weeks 1 - 4	-Weekly Meetings to Review Inspection Reports -Weekly Meetings with North Palm Beach Representatives to Review Progress & Address

Personnel Organization

As outlined in the previous section, AJI will have a Project Manager over the entire project, as well as an Operations Manager/Project Superintendent overseeing each site and conducting visits. The North Palm Beach Country Club will have 3 employees and each other site will have 1 employee.

QA, Inspections & Work Order Management

AJI works in close partnership with our clients to develop customized reporting plans that work perfectly and seamlessly using documented and efficient work management processes, advanced technologies, and highly trained and trustworthy personnel.

We have developed an application for smartphones that serves as a communication tool between our customers and management and cleaning team at your locations. We designed our APP to provide our clients with fast and easy access to our team for any issues that may arise as well as requests for additional services outside the scope of our normal daily tasks.

The APP will allow you to quickly contact the AJI manager in charge of your location to relay your request or concern. You will be able to communication within the APP and track the progress of your request.

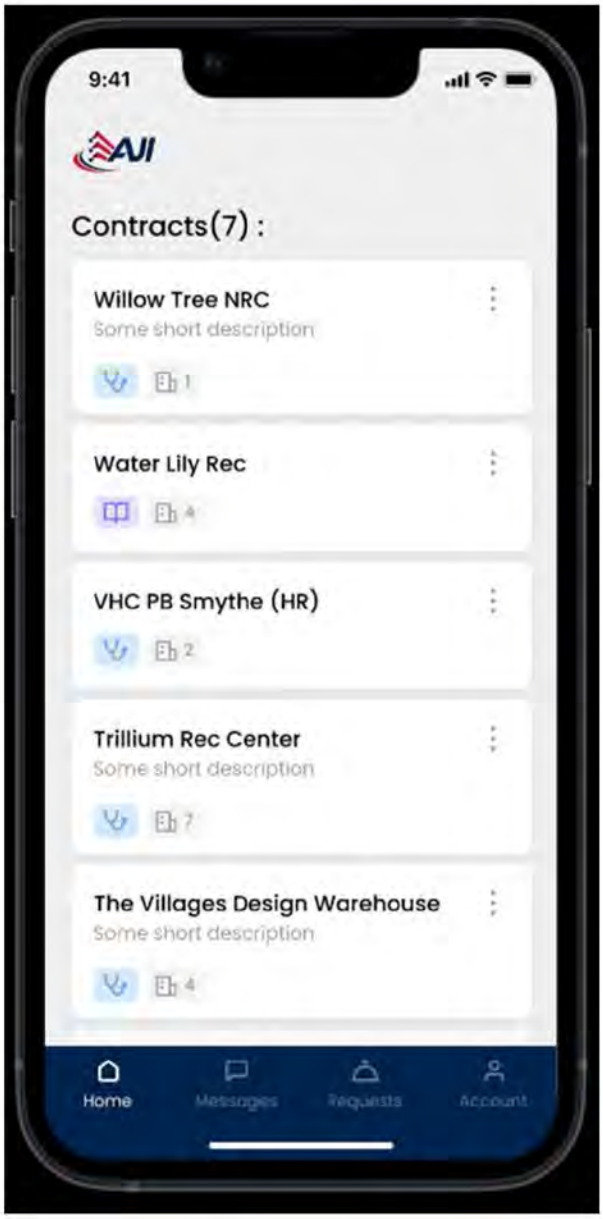
To provide consistent, quality service to our customers, AJI is diligent in tracking our service metrics so we can see which areas are running smoothly and where we need to improve. AJI is committed to providing quality workmanship and operating to the highest standards with an emphasis in excellent customer service.

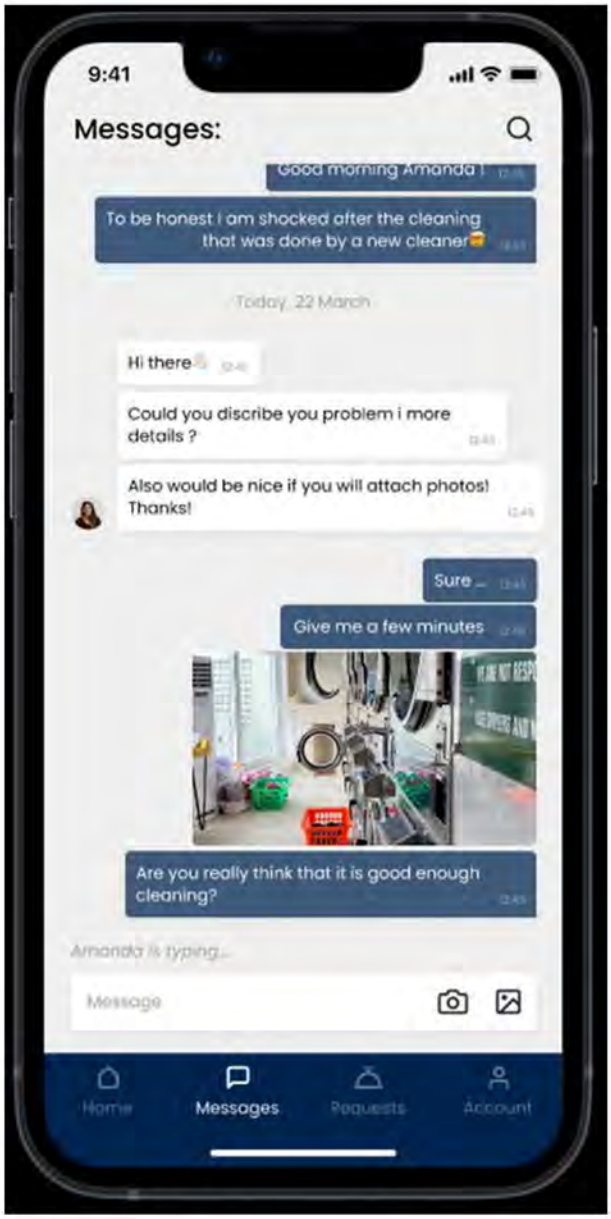
The images on the following page outline examples of APP based communication and work order management tool.

We anticipate our APP to be operational by Q2 2024.

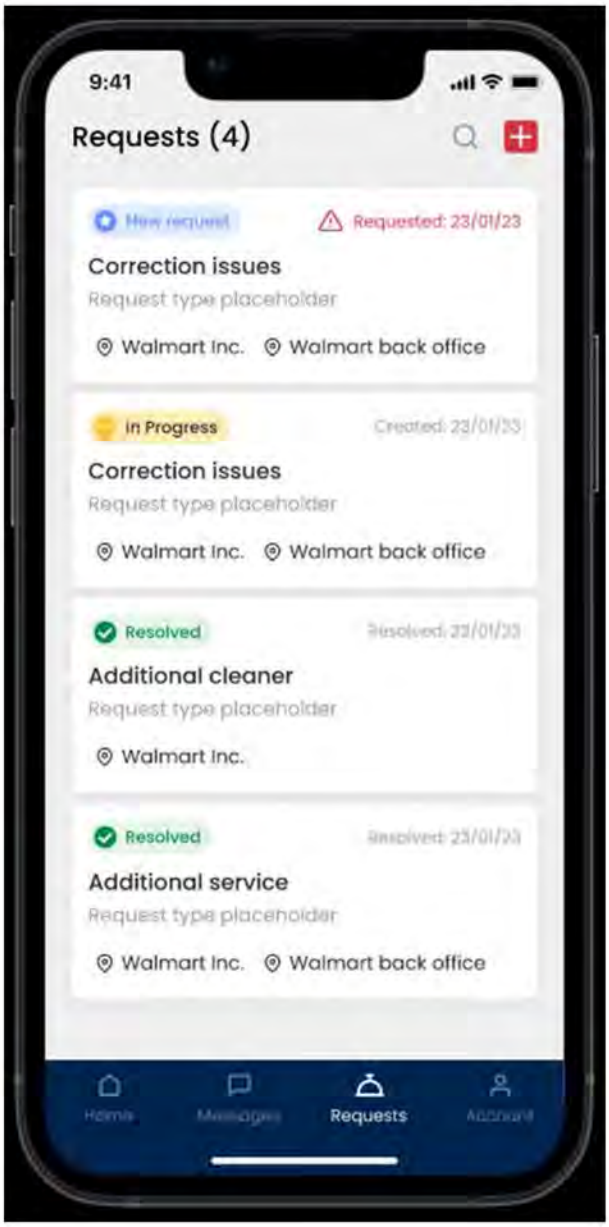
Easily Manage Each Location Cleaned by AJI

Convenient Access to Communication With AJI Management

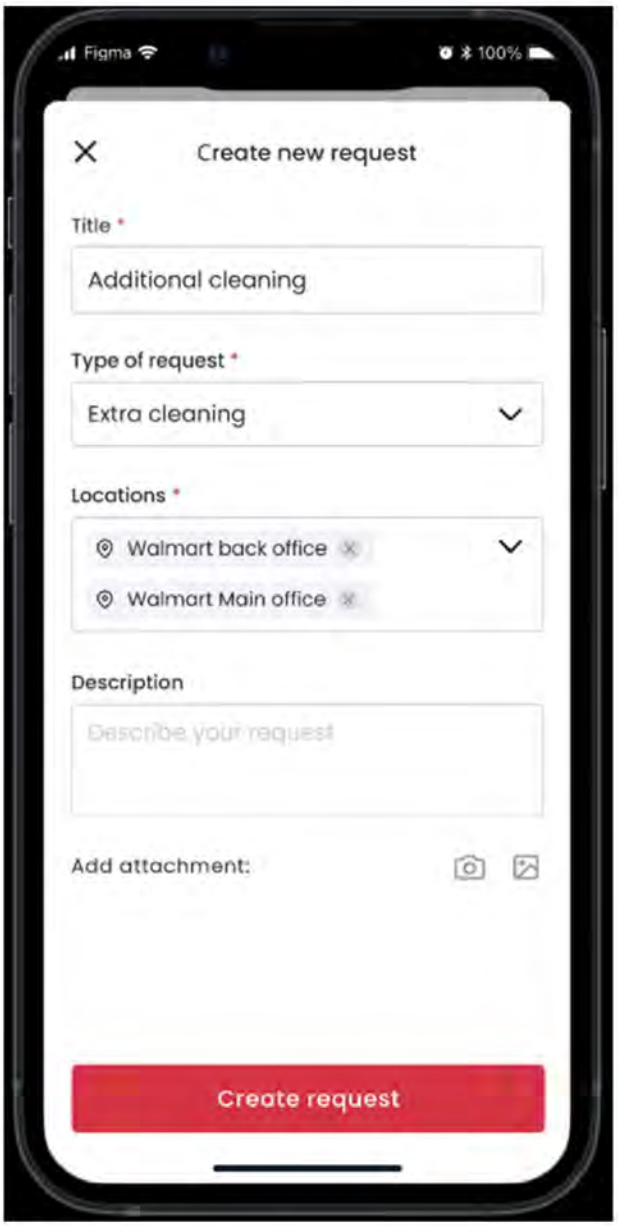




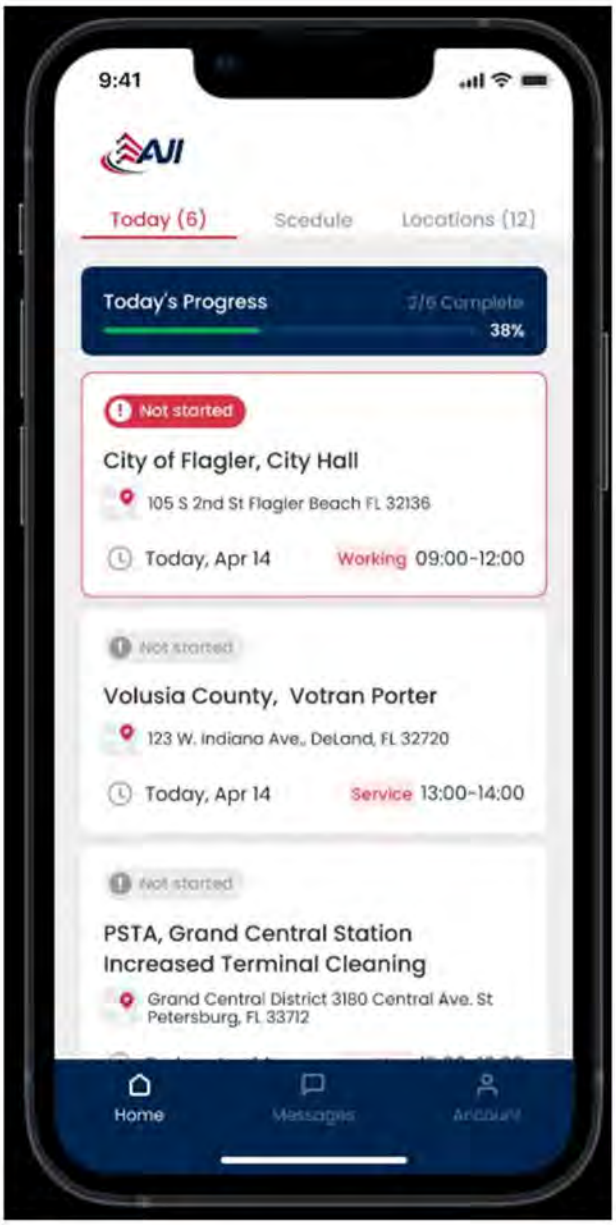
Overview of All Requests and Tracking of Progress



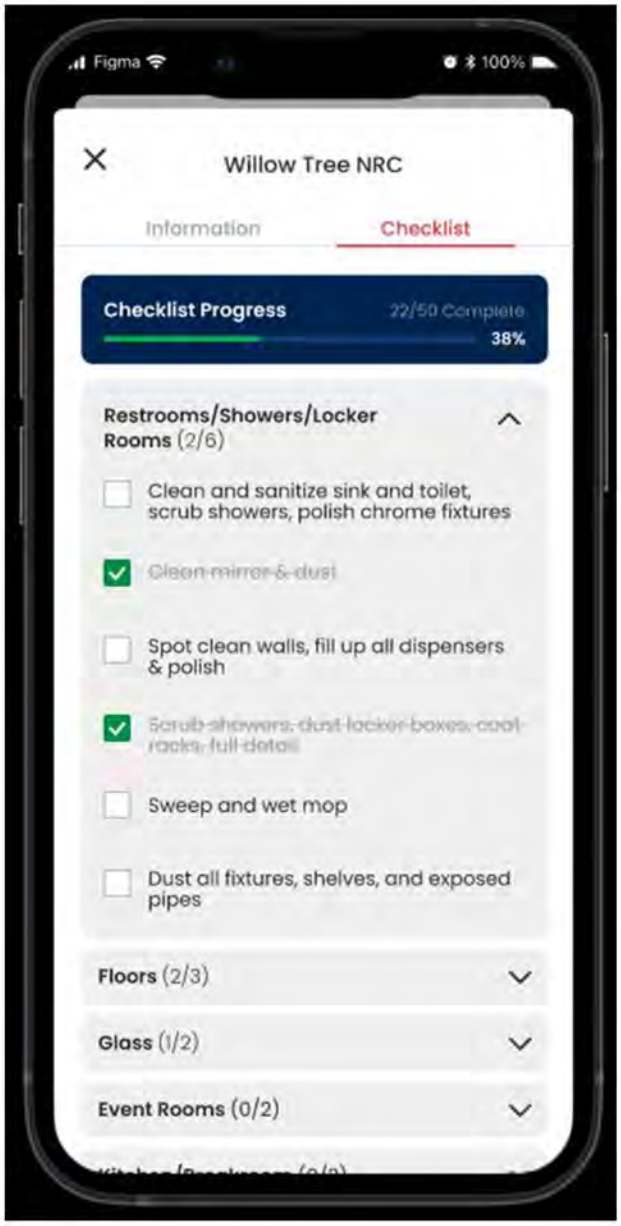
Create New Service Requests for Your Location



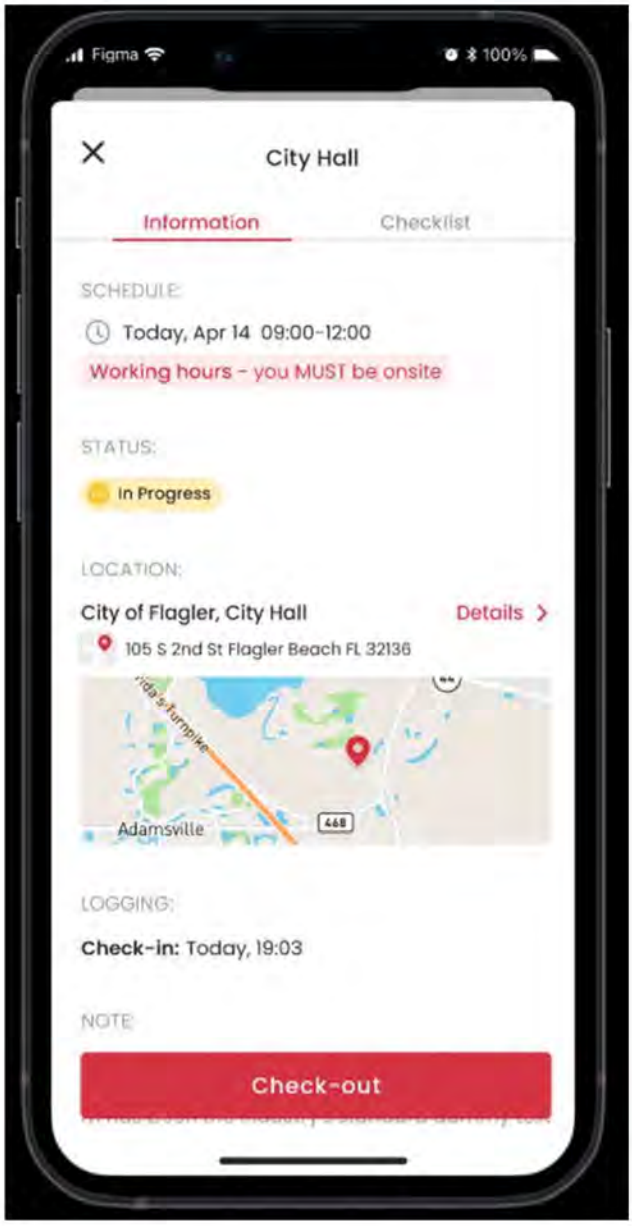
AJI Cleaning Technicians Track Daily Progress



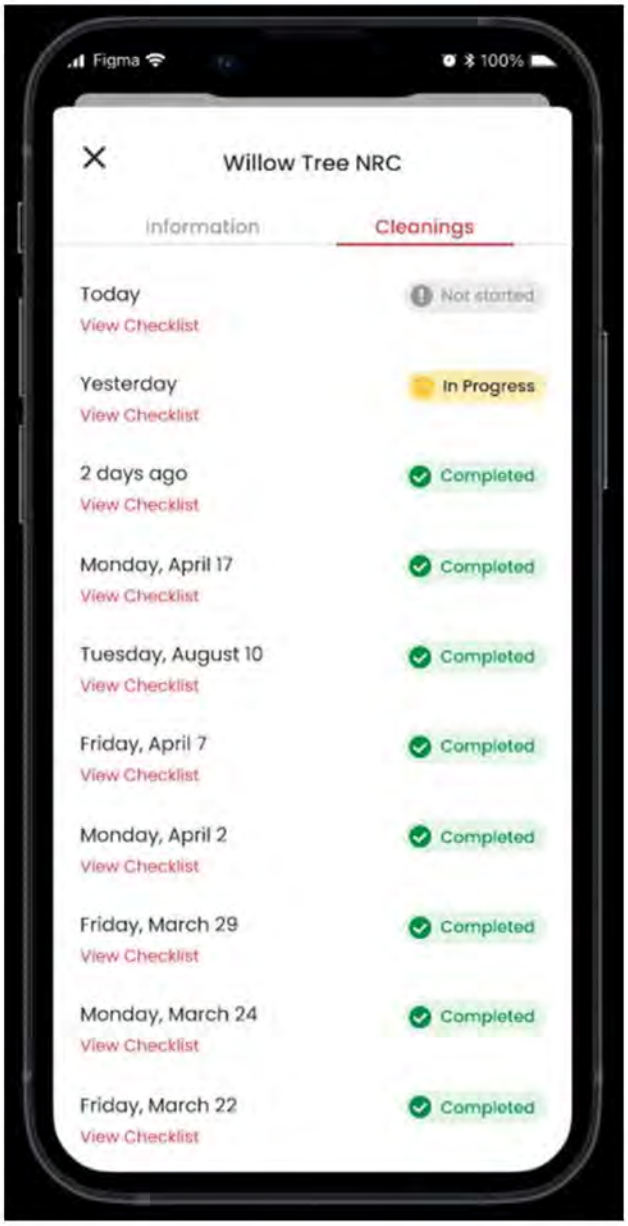
Technicians Complete Daily Checklists



Easily Accessed Information for Each Location Serviced



Maintain Records of Completed Daily Checklists



Communication & Dispatching Procedure Flow Chart

1

Call or Email Placed to Norma Rose Notifying Her of Issue In Need of Action
386-451-9426
norma.rose@ajiclean.com

1st Communication Layer

If Norma Rose is not available contact:
Maina Fenero
352-408-2343
maina.fenero@ajiclean.com

2nd Communication Layer

If Maina Fenero is not available contact:
Thomas Donehoo
352-409-0754
thomas.donehoo@ajiclean.com

3rd Communication Layer

2

Hotspot Crew Dispatched Within 30 Minutes to Resolve Issue

3

- **Issue Resolved**
- **Thomas Donehoo Notified**
- **Data Logged for Monthly Report**

4

Follow-Up Email to North Palm Beach Rep Confirming Issue Resolution with Before & After Pictures Showing Resolution of Issue

Work Order Process

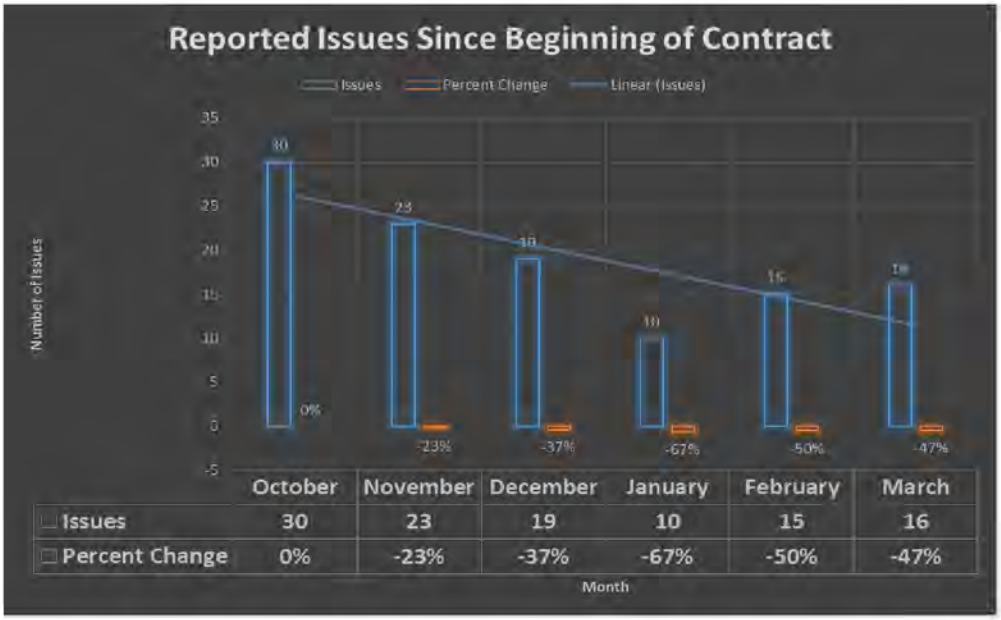
1. Work Order placed by Village of North Palm Beach representative
2. AJI Management dispatches on-call Work Order technician immediately to handle the Work Order
3. AJI Management sends before & after pictures of completed Work Order
4. AJI Operations Manager meets with cleaning tech to review issue
5. Operations Manager will re-train or replace the cleaning tech, if necessary
6. Operations Manager will follow up to make sure the issue is not repeated

If there are any problems, the Project Manager will notify Operations Manager.

The Operations Manager will contact Village of North Palm Beach representatives to work out a solution

QUALITY CONTROL & REPORTING

To provide consistent, quality service to our customers, AJI is diligent in tracking our service metrics so we can see which areas are running smoothly and where we need to improve. AJI is committed to providing quality workmanship and operating to the highest standards with an emphasis in excellent customer service. The images outline examples of our tracking system. These charts will be customized for Village of North Palm Beach project.



Cleaning Chemicals

AJI employees will be thoroughly trained in all aspects of natural, safe, eco-friendly cleaning procedures. Below you will find a list of the cleaning products AJI will be using at your locations:

Clean by Peroxy
Spartan's Clean by Peroxy is a Green Seal™ Certified all-purpose cleaner that is formulated with the cleaning power of peroxide. One product does it all! Clean windows, mirrors, floors, walls, carpets, restrooms, kitchens, tile and grout without streaking. With Clean by Peroxy, AJI is able to minimize the number of products in our cleaning program; simplifying training and inventory management.

Damp Mop Floor Cleaner
Damp Mop is a no-rinse, fast drying floor cleaner concentrate that quickly and effortlessly removes dirt and other surface soils in heavily-trafficked areas and leaves no residue or haze to dull floor finish. With a pleasant lemon fragrance, Damp Mop is also biodegradable and phosphate-free.

Non-Acidic Disinfectant Bathroom Cleaner (NABC)
Formulated without acid, NABC cleans, disinfects, and deodorizes toilet bowls, urinals and other restroom surfaces. Safe to use on nearly any hard surface, NABC will not etch porcelain or harm plumbing/septic tanks when used according to directions. Effective for clean-ups per the Bloodborne Pathogen Standard, NABC delivers healthy restrooms and a signature clean fragrance.

Clean by 4D
Clean by 4D is a healthcare disinfectant that delivers effective performance and provides a restorative clean. AJI uses Clean by 4D daily as part of our effective cleaning and disinfection program for you're the Villages Health Care facilities. With a fantastic fresh scent, Clean by 4D is effective against a wide variety of gram-positive and gram-negative bacteria. The effective cleaning product will not dull most floor finishes while proving long lasting freshness against tough odors.

Clean on the Go VersaFill 3

AJI will install the Clean on the Go VersaFill 3 dilution and dispensing system at the Village of North Palm Beach locations.

The VersaFill 3 dilution and dispensing system offers employee safety, accurate diluting, and cost-control. Professional products must be used as specified to comply with safety statements and OSHA regulations.

Over-proportioned chemicals equal a higher in-use cost, and in order to ensure efficacy against a specified organism, disinfectants must be properly diluted. Ensure safety and accuracy with the Spartan VersaFill 3 dilution and dispensing system.

The VersaFill 3 features AccuPro™ technology to control water pressure and ensure accurate dilution every time.

- Eliminates re-cleaning associated with improperly diluted chemicals
- Ensures proper PPM of actives with disinfectants and sanitizers
- Avoid leaks created with external pressure regulators
- Reduce costs associated with under diluting chemicals

Through a simple dial control, the dispenser offers flexibility to fill both quart bottles and buckets from the same product. A convenient, integrated, locking storage cabinet houses up to four 2-liter cartridges, gallon containers or combination of 2-liters and gallon containers.

Machinery & Equipment

AJI has utilized modern cleaning equipment and "green" cleaning techniques in all facilities for the past twelve years. The use of these systems and equipment has allowed for more efficient cleaning processes, better sanitation of facilities, improved indoor air quality and lower costs for our customers.

Where possible, we utilize ProTeam Super CoachVac backpack vacuums on our projects. All vacuums are equipped with HEPA filters, which are an industry standard for high-quality air filtration. Backpack vacuums allow us to reach high spots and also places such as behind computer tables and desks, book racks, and closets. These are the places that would be extremely tough to clean while using a canister vacuum cleaner.

AJI employees are trained in the proper use of all equipment at each individual account. This both ensures their safety as well as protects the property of our customers. Our equipment list includes back-pack vacuums, restroom carts, high and low-speed floor machines, ride-on automatic scrubbers, motorized sweeper, carpet extractor and various wet/dry vacuums.

For carpet cleaning at these locations, AJI will be using a van equipped with a CDS 4.8 truck mounted, van-powered cleaning system from HydraMaster. These systems feature OverDrive™ Power Train Technology which allows us to deliver a deep clean to your facilities. The system is equipped with two solution outlets for dual wand capability, three speed settings and a 100 gallon recovery tank for uninterrupted cleaning.

Using a truck mount carpet cleaning system is the best way to accomplish a deep carpet clean as well as reduce time spent on the job. This offers immense labor saving benefits which we are able to pass along to our customers.

Additionally, we have invested in a large variety of attachments such as upholstery tools for upholstery cleaning, and power heads and rotary tools for carpet, which are also be used to further increase productivity and deliver enhanced results on certain carpet types and soil conditions. After carpet cleaning, AJI always applies carpet protectant at no additional cost. This protectant helps to prevent future staining and prolongs the life of the carpet and the cleaning.

Below you will find a description of additional equipment that will be utilized on this project.

ProTeam Backpack Vacuum
(Corded and Cordless)

Janitor Cart

Wet Floor Signs

Unger Trash Grabber
NN140 Heavy Duty Nifty Nabber
51" Long Reaching Tool

Checklist Log Books

Dual Compartment
Mop Bucket

Sanitaire® Bagless
HEPA Vacuum

55 Gallon Trash Can
with Janitor Caddy

Tennant T2 Battery
Walk Behind Scrubber

Tennant EZ Scrubber
Ride-On Floor Scrubber

Rubbermaid Microfiber Flat Mop
Floor Finish System

Tennant Wide Area
HEPA Vacuum

Floor Services & Specialized Equipment

Tile & Grout Cleaning

AJI's deep cleaning process uses hot water to pressure wash the tile and grout. This high pressure process removes the deep down dirt that lies in the pours of the tile and grout lines. Each time we clean the tile and grout, we apply tile and grout sealer at no additional cost. The sealer helps to prevent staining and prolong the life of the tile. Our cleaning techs are IICRC certified for tile and grout cleaning and we use top of the line equipment.

VCT Care: Strip and Wax

AJI has years of experience refinishing VCT floors. We have customized a process for our customers that keeps the floors protected and looking great. Over the years, AJI has designed a custom, privately-labeled brand of floor cleaners and protectants for use at our clients' facilities. These chemicals provide a safe, non-slip surface, while producing a super hi-gloss shine that ensures floors look like brand new. Our floor crews are highly trained and have years of experience.

The following is a list of the different floor services offered by AJI:

- Complete strip and re-wax
- Deep scrub maintenance
- Light scrub maintenance
- Hi-speed burnishing
- Spray buffing

Cutting Edge Technology

AJI is constantly seeing new, innovative ways to help deliver exceptional services to our customers. One example of this is our recent investment in the EBG-28 Floor Surface Preparation Machine from Square Scrub®.

The EBG-28 allows us to remove existing finishes on your flooring without the use of water, which allows us to protect your valuable electronic equipment and baseboards. Another benefit to this dry method is that it eliminates the need for use harsh chemicals to remove floor finishes, which is better for the environment and the health of your employees and visitors.

Additional specialized floor service equipment below:

HydraMaster RX-20 Rotary Carpet Extractor
Model No.: OE-RX20-EA

Hawk 15 inch 1500 RPM Burnisher
Model No.: HAW-F1500-15

ProTeam ProGen 15 Upright Vacuum - HEPA
Model No.: OE-PROGEN15-EA

Hydro-Force SX-12 Tile Cleaning Tool
Model No.: AW104

Betco 27" Propane High Speed Burnisher
Model No.: E12314-00

Dri-Eaz Sahara Pro X3 Commercial Turbo Dryer
Model No.: F351

Uniform Standards

The pride and professionalism of AJI is reflected in the uniforms we provide for our staff because we believe their appearance is a reflection of not only our company, but yours as well.

AJI employees will wear dark blue polo shirts with an AJI logo.

In addition, they will also wear an ID badge so they are easily recognizable as employees of AJI.

Training Program

AJI makes a large investment in initial and continuous training programs for our employees. We believe that our employees are our most valuable resource and we are committed to helping them succeed. We hire and train our own staff for all services that we provide.

New Cleaning Technician Training

AJI provides comprehensive training for *all* of our cleaning technicians, and management. Our training program includes classroom training and hands on instruction, and each member of the AJI team assigned to the Village of North Palm Beach facilities has received training in the following areas:

- Introduction and Organizational Structure
- The Do's and Don'ts
- Issuing of the **Custodial Procedures & Training Manual**
- Cleaning Chemicals and Equipment Training
- Basic Cleaning Procedures
- Dress and Appearance
- Customer Service
- Safety and Security

Before completion of the training, we require the cleaning tech to sign a contract with our company. This contract states that the employee will always act professionally and reflect a positive image upon AJI and its staff.

The last step in the training program is OJT (on the job training). The new cleaning technician will begin work as a helper, under the supervision of an experienced crew leader for a minimum of one week. During this time, the new cleaning tech's work ethic and attitude are evaluated.

Any cleaning tech whose work or conduct does not meet our company quality standards will be terminated immediately. In addition, routine training meeting and refresher classes are held throughout the year to ensure cleaners are aware of new techniques and are performing their duties to our high standards.

Cleaning Tech Review

Our training program includes classroom training and hands on instruction, covering the following areas:

- Attendance
- Knowledge and Skill Level
- Quality of Work
- Response to Discrepancies
- Results of QC Inspection
- Professionalism and Appearance
- Adherence to Company Policies

Recognition

Achievement awards and promotions are given to cleaning techs that show exceptional work ethic and measurable improvements in these areas. We are committed to promoting an atmosphere where hard work and dependability pays off. We expect quality performance to be the "norm" among our cleaning techs.

Safety Program

AJI's Safety Program is called BeSafe and is designed to protect AJI's employees from on the job injuries. It also ensures that risk is reduced as much as possible at the client's site. The goals of the BeSafe safety program are as follows:

- Prevent job injuries and illnesses through hazard avoidance training, safety awareness, inter-personnel communication and implementation of safe work practices.
- Lower workers' compensation costs by providing a safe work environment. Because of lower costs, AJI's clients benefit by enjoying ultra-competitive pricing.

- Reduce the number of days of lost work and ensure maximum work productivity by training employees to remain safe at all times. This allows AJI's employees to perform their job with confidence and without risk of injury.
- Meet training requirements per client contracts and State mandates.

Employees are trained in the following areas:

- Safety Orientation
- Chemical Hazards
- Electrical Hazards
- Ergonomic Hazards
- Injuries on the job
- Emergency Planning/Response
- Robberies and Assaults
- Slips and Falls
- Natural Disaster Recovery

BeSafe instructs employees to take one of three actions when encountering a safety hazard:

- Removed or isolate the hazard
- Improve work practices
- Use protective clothing and equipment

Employees receive BeSafe training when they are initially hired and receive quarterly refresher training, at a minimum. Employees are encouraged to provide relevant feedback and useful insight based either on past experiences or industry knowledge. In addition, employees can offer safety suggestions at any time by contacting their direct supervisor.

At the start of a new assignment, employees are given a BeSafe Safety Orientation Checklist. This checklist is gone through by their direct supervisor. At the conclusion of the orientation both the employee and manager sign the checklist acknowledging that safety training has been provided. AJI maintains these records for audit or for contractual compliance.

With BeSafe in place, AJI ensures that the work environment is safe and remains so and that employees are aware and focused on working safely each and every day.

American Janitorial Incorporated

The Best Value In Cleaning

CUSTODIAL PROCEDURES & TRAINING MANUAL

Revised 10.2022

WELCOME

Welcome to the American Janitorial, Inc. (AJI) custodial staff - we are glad you are here! This training manual is being provided to help facilitate your job and answer any questions you might have.

The purpose of this training manual is to:

- Standardize methods of performing tasks.
- Insure each current employee or trainee knows the proper procedures, products, tools, and equipment needed to complete a task.
- Provide an opportunity to learn, increase and improve your knowledge of this profession, enhance your skill levels, and to provide you with the necessary tools for advancement.
- Generate competence and professional pride among the custodians.

Purpose
We serve our clients by providing the best possible service as custodians. Our commitment to excellence, coupled with the collaborative effort to constantly improve the condition of the assets entrusted to us, will result in the betterment of our clients' and the AJI brand.

Vision
Our vision as custodial support is to provide the AJI team members with the necessary resources to complete their job at the highest level. We will support the custodial staff of each location to ensure that all AJI projects are maintained at a level that promotes health, safety, and an undistracted service to our clients.

Goals

1. To provide quality training to develop housekeeping knowledge, safety awareness, task performance skills, and techniques in the custodial program.
2. To provide quality cleaning products (chemicals), equipment, and supplies to support the custodial program.
3. Constant and consistent improvement to the condition of the assets entrusted to the custodian's care.
4. To provide continuous monitoring for quality assurance and an avenue for feedback and communication from each work site to the appropriate employee.

Policies and Procedures

In order to establish, monitor, and maintain a sound, workable agreement between employee, the supervisor, and the commitment to the tasks to be performed, the following procedures shall be the basis for a fair and productive work climate.

1) Unreported absences of seven (7) consecutive work days by classified employees will be considered a voluntary resignation of employment with AJI.
2) Employees are to report to work on time.
3) Employees must contact/notify immediate supervisor prior to any absence.
4) Absence without prior approval, chronic absences, habitual tardiness, or abuses of designated working hours are all considered neglect of duty and will result in disciplinary action up to and including dismissal.
5) Local health and safety rules will be followed and enforced.
6) Employees will notify the immediate supervisor if injured on the job.
7) Respect the property of both employer and fellow employees. Willful destruction will not be tolerated.
8) Unauthorized removal of property belonging to the employer, other employees, or students is not permitted. All items found should be turned in to the supervisor in charge.
9) Respect the rights of others. Threatening or attempting to injure another person will not be condoned.
10) Address concerns to the immediate supervisor.
11) Personal telephone calls should be made during scheduled breaks only.
12) Acts of insubordination will not be tolerated.
13) Perform each work assignment to the best of your ability.
14) Employees must not become involved with clients or tenants in locations we service. If problems arise, contact your immediate supervisor.
15) The use of tobacco products on or in any client property is prohibited.
16) The possession, use, sale, or handling of illegal drugs while at work is not permitted.
17) The use, possession, and consumption of alcoholic beverages at the workplace, or coming to work under the influence of alcoholic beverages will not be condoned.
18) All employees are subject to assignment and reassignment to any AJI location.
19) Quality work is expected by all AJI employees.

Custodial Dress Code

All employees of AJI serve as role models for the students and as representatives of AJI. Consistent with these roles, all employees are expected to dress professionally and appropriately relative to their specific job duties and responsibilities. Examples of attire considered inappropriate for AJI include but are not limited to:

1) Clothing or lack of clothing that is provocative, revealing, indecent, vulgar, or obscene.
2) Low necklines, bare midriffs and excessively tight clothing.
3) Clothing which promotes alcoholic beverages, tobacco, or the use of controlled substances by words or symbols.
4) Clothing which contains profanity, nudity, depicts violence, or is sexual in nature by words or symbols.
5) Sandals with flip flop style strap (Flip Flops®/ Jellies®/ Rainbows®) or bedroom shoes/slippers.
6) Tank tops or spaghetti strap tops.
7) Undergarments worn as an outer garment or any see-through clothing that reveals an undergarment.
8) Hats, visors, sunglasses, sweatbands, and bandannas (may be worn outside but must be removed when inside the workplace).
9) T-shirts or athletic wear.
10) Appropriate footwear must be worn at all times. Toeless shoes, thongs, deck shoes, sandals, and bare or stocking feet are prohibited at all times in the work area.
11) Tattoos with inappropriate images or language must be covered at all times.
12) No jewelry of any type affixed or pierced through the nose, tongue, cheek, lip, or eyebrow is acceptable.
13) Headwear must not be worn in buildings with the exception of safety hats.
14) Indecent or inappropriate patches, writings, drawings, company advertisings, group names, or suggestive logos on clothing are prohibited.
15) Clothes that may cause distraction are not acceptable. Specifically, tank tops, muscle shirts, halter tops, exposed backs or midriffs, and see through garments are not permitted

Chemicals

Chemical and Cleaning Solutions

Most of the chemicals used by the AJI custodial staff come in highly concentrated forms and must be diluted before use. These chemicals are in dispensing systems that dilute automatically. Always read the instructions and Material Safety Data Sheets (MSDS) for each product.

The following safety rules are for your protection:

1) Ensure that the MSDS sheets are accessible and that all custodial personnel are aware of their location. Periodically review the MSDS sheets to ensure they are current and reference chemicals that are currently in use. ***Know the proper first aid procedures for all chemicals used in the facility.***
2) Know what you are using. Do not use chemicals from unmarked bottles or containers.
3) Always read the label and follow the instructions.
4) Measure all chemicals that are not being mixed through an approved proportioning system, unless the chemical comes as "ready to use". If the directions say to use four (4) ounces in one (1) gallon of water, measure the water and the chemical correctly. A weak solution may not provide the proper cleaning power. A solution that is too strong will not only waste supplies, but will damage the surface on which you use it. It may also have the potential to cause injury to you or others.
5) Do not substitute chemicals. Many chemicals are made only for specific jobs.
6) Never mix chemicals. You can easily destroy a chemical's usefulness or possibly create a poisonous gas or solution by mixing it with other chemicals.
7) Do not get into the habit of smelling chemicals as a means of identification. A deep breath of the fumes from some chemicals can and will injure you.
8) Protect yourself with the appropriate personal protection, for example: safety glasses, rubber gloves, or protective clothing if the solution you are using is a strong acid or alkali.
9) Always secure bottle caps and lids before the container leaves your hands.
10) Do not store harsh or liquid chemicals on overhead shelves.
11) Do not store heavy containers on overhead shelves.
12) Use proper ventilation at all times.
13) Store all flammable products in flammable safety cabinets.
14) ***Any chemical that is being diluted through a proportioning system must be used in accordance with the instructions for that system. At no time can an individual bypass, change mixing ratios, manipulate, change color codes, or alter the system without the written approval of the Custodial Administrator.***

Note*: *Do not bring chemicals from home, and do not purchase chemicals from anywhere other than vendors prescribed by the AJI Custodial Administrator.

Do not mix chemicals together under any circumstances; chemicals may react violently, produce toxins, or become ineffective.

Extremely hazardous fumes can be created when ammonia is mixed with Clorox Bleach. ***Do not use Clorox Bleach as a cleaning agent.***

Custodial Equipment

Cleaning Equipment and Uses

The need for proper care of equipment cannot be overemphasized. A job can be no better than the person who does the job or the equipment used. Equipment that has been cared for properly will stay in use much longer. It will be safer for the operator to use and will enable the custodian to do a better job. After each use, make it a practice to clean the equipment and store it properly. Power equipment should be inspected daily and before each use. If the equipment is in need of repair, submit a work order to have it repaired. Ensure that electrical cords and connectors are grounded and in good condition. Any cords that have had the grounding prong removed or broken or where the cord is frayed should be immediately taken out of service. Do not use equipment that has not been fully repaired.

Custodians Carts

The custodian's cart is one of the most useful tools in building housekeeping. It is designed to carry most of the necessary equipment needed by the custodian.

1) Keep cart clean, stocked, and stored properly.
2) Empty all trash into dumpster each shift.

Mop Bucket and Press

1) Clean after use and store properly.
2) Buckets will last longer if emptied, dried, and turned upside down to store.

Wet Mops

1) Consist of long strands of twisted cotton yarn secured by a band at the top.
2) The most common sizes of mop heads are 12, 16, and 24 ounces.
3) To avoid cross contamination do not use the same mop heads in restrooms and tenant spaces. **Note:** Wet mops should be rinsed out well each time they are used, wrung as dry as possible, and hung with the head up to dry. If stored very long in a damp place, wet mops will mildew and develop an odor that will render them unfit for use.

Vacuum Cleaners

In the matter of dirt removal from the premises, there is no substitute which even approaches the vacuum cleaner for thoroughness. The suction of the vacuum cleaner pulls all loose particles into its flow, including those in corners and around furniture, preventing gradual accumulation in difficult places. On carpeting it draws the embedded dust out of the pile. Grit left in the carpet cuts the pile and hastens the deterioration of the carpet.

1) An industrial vacuum cleaner (also called a wet/dry vacuum) performs another function which is almost as necessary and quite as effective as picking up dry accumulations. Most industrial vacuum cleaners are or can be adapted for picking up water and are, therefore, highly efficient for removing scrub water from resilient floors.
2) Vacuum cleaners must be emptied each shift (or as necessary).
3) Filters are to be cleaned regularly to insure maximum airflow and to extend the life of the motor.
4) Clean machine exterior also, and store properly.

Floor Machine

The floor machine is an indispensable machine for maintaining resilient floors. It can also be used for spot-cleaning carpets using a bonnet pad (bonneting).

1) Twenty inch machines are most commonly used for burnishing, scrubbing, and stripping resilient floors.

Carpet Extractors

Carpet extractors provide the most efficient method of cleaning carpets. Most are designed to inject a solution of plain water and detergents (under pressure) into the carpet. This solution is agitated by a powered brush; the soiled solution is then extracted by means of a powerful vacuum, removing soils and most of the moisture. The use of fans after a carpet has been cleaned will help speed the drying process and help prevent the growth of mildew.

1) Individuals can be easily trained to operate these machines.
2) Removes more soil than any other practical system.
3) Leaves carpets damp/dry if equipment is used properly.

RIGHT TO KNOW/HAZARD COMMUNICATION (HAZ-COM)

Under Federal and State law, employees have the "Right to Know" what potential hazards exist with chemicals or other materials in the workplace and how to protect themselves. Manufacturers or distributors of hazardous products must provide information on a MATERIAL SAFETY DATA SHEET (MSDS) and product label.

Employers must develop a Hazard Communication Program and train their employees on proper handling of hazardous materials; how to protect employees; and how to read and understand the MSDS. The MSDS must be readily available to employees.

Employees must attend scheduled Haz-Com training and learn how to understand the MSDS and product labels. They must use proper protective equipment and clothing, and know what to do if there is a mishap. Ask questions if unsure of anything or what to do.

MSDS sheets must contain the following information; however, the format may vary from different manufacturers or distributors.

1) Chemical information: Manufacturer's name, address, and telephone number. Chemical, technical, and trade name, i.e., WD40.
2) Hazardous ingredients: Identification of components and Permissible Exposure Limits.
3) Physical Data: Appearance, boiling point, odor, vapor pressure and density, water solubility, evaporation rate, and specific gravity.
4) Fire and Explosion Data: Flash point, fire extinguisher media, special fire-fighting procedures, unusual fire hazards and flammability limits.
5) Reactivity Data: What the chemical will react with, what could happen, and what to avoid to prevent a chemical reaction.
6) Health Hazard Data: Body entry, symptoms, health hazards and first aid.
7) Spill or leak: What to do if there is a leak; clean-up and disposal information.
8) Special Protection: What personal protection equipment (PPE) is required.
9) Special Precautions: Handling requirements, i.e., temperature, humidity, cabinets, or special containers.
10) Additional Information: If any.

Product labels are provided by the manufacturer or distributor of the product and should identify the manufacturer, the chemical, the concentration, hazard severity, and protection needed.

Note: If an employee decants a product from a large container to a smaller one, he/she **MUST** label the smaller container with the name of the product. He/she should report unlabeled and unidentified containers to his/her supervisor for disposition.

Bloodborne Pathogen Training

Our OSHA Bloodborne Pathogen training program addresses the federal OSHA "Occupational Exposure to Bloodborne Pathogens" standard (29 CFR 1910.1030) which prescribes standard safeguards to protect workers against the health hazards from exposure to blood and other potentially infectious materials (OPIM), and to reduce their risk from this exposure. This standard protects workers who can reasonably be anticipated to come into contact with blood or OPIM as a result of doing their job duties.

Exposure Control Plan

American Janitorial Inc. is committed to providing a safe and healthful work environment for our entire staff. In pursuit of this endeavor, the following exposure control plan (ECP) is provided to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA standard 29 CFR 1910.1030, "Occupational Exposure to Bloodborne Pathogens."

The ECP is a key document to assist our firm in implementing and ensuring compliance with the standard, thereby protecting our employees. This ECP includes:

- Determination of employee exposure
- Implementation of various methods of exposure control, including:
  - Universal precautions
  - Engineering and work practice controls
  - Personal protective equipment
  - Housekeeping
- Hepatitis B vaccination
- Post-exposure evaluation and follow-up
- Communication of hazards to employees and training
- Recordkeeping
- Procedures for evaluating circumstances surrounding an exposure incident

The methods of implementation of these elements of the standard are discussed in the subsequent pages of this ECP.

PROGRAM ADMINISTRATION

- Senior Management is (are) responsible for the implementation of the ECP. Senior Management will maintain, review, and update the ECP at least annually, and whenever necessary to include new or modified tasks and procedures. Contact location/phone number: 352-669-1441 Jordan Dailey, Stephanie Dailey, Thomas Donehoo, Theo Tingle, Jeff Simmons

- Those employees who are determined to have occupational exposure to blood or other potentially infectious materials (OPIM) must comply with the procedures and work practices outlined in this ECP.

- American Janitorial will maintain and provide all necessary personal protective equipment (PPE), engineering controls (e.g., sharps containers), labels, and red bags as required by the standard.

- Senior Management will be responsible for ensuring that all medical actions required are performed and that appropriate employee health and OSHA records are maintained. Contact location/phone number: 352-669-1441 Jordan Dailey, Stephanie Dailey, Thomas Donehoo, Theo Tingle, Jeff Simmons

- Senior Management will be responsible for training, documentation of training, and making the written ECP available to employees, OSHA, and NIOSH representatives. Contact location/phone number: 352-669-1441 Jordan Dailey, Stephanie Dailey, Thomas Donehoo, Theo Tingle, Jeff Simmons

EMPLOYEE EXPOSURE DETERMINATION

The following is a list of all job classifications at our establishment in which all employees have occupational exposure:

JOB TITLE	DEPARTMENT/LOCATION
Medical Facility Cleaning Technicians	Medical Janitorial Services Department
Medical Facility Supervisors	Medical Janitorial Services Department

The following is a list of job classifications in which some employees at our establishment have occupational exposure. Included is a list of tasks and procedures, or groups of closely related tasks and procedures, in which occupational exposure may occur for these individuals:

JOB TITLE	DEPARTMENT/LOCATION	TASK/PROCEDURE
Cleaning Technician	Commercial Janitorial	Handling Regulated Waste

METHODS OF IMPLEMENTATION AND CONTROL

Exposure Control Plan

Employees covered by the bloodborne pathogens standard receive an explanation of this ECP during their initial training session. It will also be reviewed in their annual refresher training. All employees have an opportunity to review this plan at any time during their work shifts by contacting Stephanie Dailey. If requested, we will provide an employee with a copy of the ECP free of charge and within 15 days of the request.

Senior Management is responsible for reviewing and updating the ECP annually or more frequently if necessary to reflect any new or modified tasks and procedures which affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

Personal Protective Equipment (PPE)

PPE is provided to our employees at no cost to them. Training is provided by the employee's supervisor in the use of the appropriate PPE for the tasks or procedures employees will perform.

The types of PPE available to employees are as follows: Gloves, Eye Protection (as needed). PPE is located in the janitorial closet at each facility and may be obtained

through the supervisor of each facility. PPE will be delivered to the work site at the request of the cleaning tech.

All employees using PPE must observe the following precautions:

- Wash hands immediately or as soon as feasible after removal of gloves or other PPE.
- Remove PPE after it becomes contaminated, and before leaving the work area.
- Used PPE may be disposed of in appropriate waste receptacles.
- Wear appropriate gloves when it can be reasonably anticipated that there may be hand contact with blood or OPIM, and when handling or touching contaminated items or surfaces; replace gloves if torn, punctured, contaminated, or if their ability to function as a barrier is compromised.
- Utility gloves may be decontaminated for reuse if their integrity is not compromised; discard utility gloves if they show signs of cracking, peeling, tearing, puncturing, or deterioration.
- Never wash or decontaminate disposable gloves for reuse.
- Wear appropriate face and eye protection when splashes, sprays, spatters, or droplets of blood or OPIM pose a hazard to the eye, nose, or mouth.
- Remove immediately or as soon as feasible any garment contaminated by blood or OPIM, in such a way as to avoid contact with the outer surface.

Regulated waste is placed in containers which are closable, constructed to contain all contents and prevent leakage, appropriately labeled or color-coded (see Labels), and closed prior to removal to prevent spillage or protrusion of contents during handling.

Broken glassware which may be contaminated is picked up using mechanical means, such as a brush and dust pan.

Labels

The following labeling method(s) is used in this facility:

EQUIPMENT TO BE LABELED	LABEL TYPE (size, color, etc.)
Bottles containing cleaning chemicals	Standard label displaying the contents

<u>HEPATITIS B VACCINATION</u>

Senior Management will provide training to employees on hepatitis B vaccinations, addressing the safety, benefits, efficacy, methods of administration, and availability.

The hepatitis B vaccination series is available at no cost after training and within 10 days of initial assignment to employees identified in the exposure determination section of this plan. Vaccination is encouraged unless: 1) documentation exists that the employee has previously received the series, 2) antibody testing reveals that the employee is immune, or 3) medical evaluation shows that vaccination is contraindicated.

However, if an employee chooses to decline vaccination, the employee must sign a declination form. Employees who decline may request and obtain the vaccination at a later date at no cost. Documentation of refusal of the vaccination is kept at American Janitorial Inc. office.

Vaccination will be provided by Lake Primary Care Associates (Dr. Boggus).

Following the medical evaluation, a copy of the health care professional's Written Opinion will be obtained and provided to the employee. It will be limited to whether the employee requires the hepatitis vaccine, and whether the vaccine was administered.

POST-EXPOSURE EVALUATION AND FOLLOW-UP

Should an exposure incident occur, contact: Jordan Dailey 352-636-2920

An immediately available confidential medical evaluation and follow-up will be conducted by Lake Primary Care Associates (Dr. Boggus). Following the initial first aid (clean the wound, flush eyes or other mucous membrane, etc.), the following activities will be performed:

- Document the routes of exposure and how the exposure occurred.
- Identify and document the source individual (unless the employer can establish that identification is infeasible or prohibited by state or local law).
- Obtain consent and make arrangements to have the source individual tested as soon as possible to determine HIV, HCV, and HBV infectivity; document that the source individual's test results were conveyed to the employee's health care provider.
- If the source individual is already known to be HIV, HCV and/or HBV positive, new testing need not be performed.
- Assure that the exposed employee is provided with the source individual's test results and with information about applicable disclosure laws and regulations concerning the identity and infectious status of the source individual (e.g., laws protecting confidentiality).
- After obtaining consent, collect exposed employee's blood as soon as feasible after exposure incident, and test blood for HBV and HIV serological status
- If the employee does not give consent for HIV serological testing during collection of blood for baseline testing, preserve the baseline blood sample for at least 90 days; if the exposed employee elects to have the baseline sample tested during this waiting period, perform testing as soon as feasible.

ADMINISTRATION OF POST-EXPOSURE EVALUATION AND FOLLOW-UP

Stephanie Dailey ensures that health care professional(s) responsible for employee's Hepatitis B vaccination and post-exposure evaluation and follow-up are given a copy of OSHA's bloodborne pathogens standard.

Stephanie Dailey ensures that the health care professional evaluating an employee after an exposure incident receives the following:

- A description of the employee's job duties relevant to the exposure incident route(s) of exposure
- Circumstances of exposure
- If possible, results of the source individual's blood test relevant employee medical records, including vaccination status

Stephanie Dailey provides the employee with a copy of the evaluating health care professional's written opinion within 15 days after completion of the evaluation.

PROCEDURES FOR EVALUATING THE CIRCUMSTANCES SURROUNDING AN EXPOSURE INCIDENT

Senior Management will review the circumstances of all exposure incidents to determine:

- Engineering controls in use at the time
- Work practices followed
- A description of the device being used (including type and brand)
- Protective equipment or clothing that was used at the time of the exposure incident (gloves, eye shields, etc.)
- Location of the incident (O.R., E.R., Patient Room, ETC.)
- Procedure being performed when the incident occurred
- Employee's training

EMPLOYEE TRAINING

All employees who have occupational exposure to bloodborne pathogens receive training conducted by Senior Management. Jordan Dailey, Stephanie Dailey, Thomas Donehoo, Theo Tingle, Jeff Simmons.

All employees who have occupational exposure to bloodborne pathogens receive training on the epidemiology, symptoms, and transmission of bloodborne pathogen diseases. In addition, the training program covers, at a minimum, the following elements:

- A copy and explanation of the standard
- An explanation of our ECP and how to obtain a copy
- An explanation of methods to recognize tasks and other activities that may involve exposure to blood and OPIM, including what constitutes an exposure incident
- An explanation of the use and limitations of engineering controls, work practices, and PPE
- An explanation of the types, uses, location, removal, handling, decontamination, and disposal of PPE
- An explanation of the basis for PPE selection
- Information on the Hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine will be offered free of charge
- Information on the appropriate actions to take and persons to contact in an emergency involving blood or OPIM
- An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available
- Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident
- An explanation of the signs and labels and/or color coding required by the standard and used at this facility
- An opportunity for interactive questions and answers with the person conducting the training session.

Training materials for each facility are available at AJI office.

RECORDKEEPING

Training Records

Training records are completed for each employee upon completion of training. These documents will be kept for at least three (3) years by Stephanie Dailey.

The training records include:

- The dates of the training sessions
- The contents or a summary of the training sessions
- The names and qualifications of persons conducting the training
- The names and job titles of all persons attending the training sessions

Employee training records are provided upon request to the employee or the employee's authorized representative within fifteen (15) working days. Such requests should be addressed to Stephanie Dailey.

OSHA Recordkeeping

An exposure incident is evaluated to determine if the case meets OSHA's Recordkeeping Requirements (29 CFR 1904). This determination and the recording activities are done by Senior Management.

Sharps Injury Log

In addition to the 1904 Recordkeeping Requirements, all percutaneous injuries from contaminated sharps are also recorded in the Sharps Injury Log. All incidences must include at least:

- The date of the injury
- The type and brand of the device involved
- The department or work area where the incident occurred
- An explanation of how the incident occurred.

This log is reviewed at least annually as part of the annual evaluation of the program and is maintained for at least five (5) years following the end of the calendar year that they cover. If a copy is requested by anyone, it must have any personal identifiers removed from the report.

HOW TO PREVENT BACK INJURIES

The best way to prevent back injuries is to develop habits that reduce strain on the back.

There are some basic things you can do to help:

- Wear your back belt and use proper lifting techniques. Do not bend at the waist to lift.
- Avoid lifting whenever you can. Anytime you can spare your back the stress and strain of lifting and bending, do so.
- Place objects up off the floor; raise or lower shelves to a comfortable level.
- Use carts or dollies to move objects. Get help if necessary.

Follow these Steps When Lifting:

1) Size up the load, and then take a balanced stance over the load with feet shoulder-width apart. If load is too heavy or too large, get help.
2) Bend your knees to squat down close to the load keeping heels off the floor.
3) Grasp the load with fingers and palms. Make sure you can maintain your grip.
4) Lift gradually using your legs and abdominal and buttock muscles. Keep the load close to your body and keep the as back straight as possible.
5) Once standing, change direction by pointing your feet in the direction you want to go and turn your whole body. Do not twist your torso at the waist to change direction.
6) To put the load down, reverse the process.

By following these lifting guidelines and by practicing good body/back management, you can prevent back injuries on the job and at home.

Back Belts

Back belts are issued to employees who are required to wear them as directed. Back belts, when coupled with body mechanics and lifting training, can be part of an effective injury protection program. Employees will be given instruction on the proper fitting of the belt and manufacturer's wearing instructions.

Employees must be fully aware that the back belt alone cannot prevent injury. Employees MUST still practice proper lifting techniques.

Custodial Program
Self-Evaluation for Supervisors

Work Schedules

1) Ensure that work schedules are fair and equitable.
2) Ensure that work schedules provide coverage for the entire facility.
3) Ensure that each custodian is aware of the duties and assignments.
4) Evaluate the duty hours to ensure that they meet the needs of the facility.

Training

1) Document any observances of unsafe procedures.
2) Each custodian should annually attend the Right to Know and Bloodborne Pathogens training.
3) Review the procedural and training record for each custodian annually.
4) Maintain documentation of all training.
5) Determine if additional training is required.
    a. Train custodial staff in-house.
    b. Develop a training schedule.
    c. Request additional training through the Custodial Administrator if needed.

Inspection Reports

1) Custodians should correct any discrepancies noted on the report.
2) If the reports indicate deficiencies of the same type being repeated, schedule training for that particular deficiency.
3) Note areas (custodial zones) that have more repeat deficiencies than others. Determine if the custodian assigned to this zone needs additional training.
4) Review inspection report with the entire custodial staff.

Supplies

1) Ensure that custodial supply rooms are neat and orderly.
2) The Material Safety Data Sheets (MSDS) book must include a MSDS for each chemical on hand.
3) Properly store and dispose of hazardous materials in accordance with the MSDSs.
4) Inventory supplies frequently to ensure that all containers have legible labels.
5) Ensure that students do not have access to equipment or supplies.

Equipment

1) Keep equipment clean and stored in a secure, dry place.
2) Ensure custodians use equipment in accordance with the written Manufacturer's Equipment Instructions (MEIs).
3) Properly report inoperative equipment.
4) If there is inoperative equipment, properly tag and store separately, and attach the work order.
5) Keep an accurate inventory of all equipment.

American Janitorial, Inc.

BeSafe Safety Policy

Written Program

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American Janitorial, Inc. (AJI)

BeSafe Safety Policy

1. OBJECTIVE

The **BeSafe** Safety Policy of AJI is designed to comply with the Standards of the Occupational Safety and Health Administration, and to endeavor to maintain a safe and injury/illness free workplace.

Compliance with the following **BeSafe** Safety Policy and all items contained therein is mandatory for all employees of the company. The authorization and responsibility for enforcement has been given primarily to the Chief Operations Officer.

2. POLICY

It is company policy that accident prevention be a prime concern of all employees. This includes the safety and well-being of our employees, subcontractors, and clients, as well as the prevention of wasteful, inefficient operations, and damage to property and equipment.

3. APPLICABILITY

This Safety Policy applies to all employees of AJI, regardless of position within the company. The Safety Rules contained herein apply to all subcontractors and anyone who is on a company project site.

Every employee is expected to comply with the Safety Policy, as well as OSHA Health and Safety Standards.

4. IMPLEMENTATION

The **BeSafe** Safety Policy supports six fundamental means of maximum employee involvement:

- Management commitment to safety.
- Weekly tool box safety meetings at all jobsites.
- Effective job safety training for all categories of employees.
- Job hazard analysis provided to all employees.

- Audio and/or visual safety presentations given at jobsites by the Safety Director or a competent designate.
- Various incentive awards for exemplary safety performance.

5. ADMINISTRATION

The **BeSafe** Safety Policy will be carried out according to guidelines established and published in this and other related procedures. Specific instructions and assistance will be provided by the Safety Director as requested. Each supervisor will be responsible for meeting all of the requirements of the Safety Policy, and for maintaining an effective accident prevention effort within his or her area of responsibility. Each supervisor must also ensure that all accidents are thoroughly investigated and reported to Operations Management and the Chief Operations Officer on the same day of the occurrence.

6. REPORTING OF INJURIES

All employees will be held accountable for filling out a "Notice of Injury Form" immediately after an injury occurs, even if medical treatment is not required. (Notice must be made at or near the time of the injury and on the same day of the injury.) Employees must report the injury to their Supervisor/Operations Manager/Project Manager, etc. A casual mentioning of the injury will not be sufficient. Employees must let their supervisor know:

- How they think they hurt themselves.
- What they were doing at the time.
- Who they were working with at the time.
- When and where it happened.
- Any other pertinent information that will aid in the investigation of the incident.

Failure to report an injury immediately (meaning at or near the time of the injury and on the same day of the injury) is a violation of the Safety Policy, and may result in immediate termination, in accordance with company policy.

7. NOTIFICATIONS

In Case of Serious Injury or Death

After the injured has been taken to the hospital, the Operations Manager and Supervisor shall notify the home office and the Chief Operations Officer as soon as possible. Statements from witnesses shall be taken. Statements are to be signed by witnesses and should include the time and date. Photographs of the area where the incident occurred and any other relevant items are to be taken. The Chief Operations Officer will

assist in the investigation. The completed accident report form will be sent to the main office.

In Case of Inspection by OSHA Inspector

The Operations Manager/Human Resources representative/supervisor must notify the Chief Operations Officer that an OSHA Inspector is on the jobsite. It is the responsibility of all employees to make the inspector's visit on the jobsite as pleasant and timely as possible.

8. BASIC SAFETY RULES

- Compliance with applicable federal, state, county, city, client, and company safety rules and regulations is a condition of employment.

- All injuries, regardless of how minor, must be reported to your supervisor and the Human Resources Office immediately. An employee who fails to notify the Supervisor and/or the HR Department can be issued a violation warning and may be subject to termination, in accordance with company policy. In the event of an accident involving personal injury or damage to property, all persons involved in any way may be required to submit to drug testing.

- Hard hats will be worn by all employees on construction sites at all times. Alterations or modifications of the hat or liner are prohibited.

- Safety glasses will be worn as the minimum-required eye protection at all times. Additional eye and face protection such as mono-goggles and face shields may be required for such operations as utilizing compressed air or handling chemicals (acids and caustics).

Fall Protection Requirements

- Full body harnesses and lanyards shall be worn and secured any time there is a fall hazard of more than six (6) feet.

- Lifelines shall be erected to provide fall protection where work is required in areas where permanent protection is not in place. Horizontal lifelines shall be a minimum of 2-inch diameter wire rope. Vertical lifelines shall be 3/4 inch manila rope or equivalent and shall be used in conjunction with an approved rope grab.

- Structural steel erectors are required to "hook up" with full body harness and lanyard.

1. Employees using lanyards to access the work or position themselves on a wall or column, etc., must use an additional safety lanyard for fall protection.
2. Manlifts must be used properly. As soon as an employee enters an articulating boom lift and before the lift is started, the employee must put on the harness and attach the lanyard to the lift. Employees are not required to wear harnesses on scissor lifts.

- Clothing must provide adequate protection to the body. Shirts must have at least a tee sleeve. Shirts with sleeves and long pants will be worn at all times. No shorts are to be worn on projects. All employees must tuck shirt tails inside trousers. Sturdy work boots/shoes with rigid, slip resistant soles are required. No clogs, tennis shoes or loafers are permitted.

- All personnel will be required to attend safety meetings as stipulated by project requirements in order to meet OSHA Safety Standards.

- Firearms, alcoholic beverages or illegal drugs are not allowed on company property or in company vehicles at any time. When drugs are prescribed by a physician, the Safety Director must be informed. The use or possession of illegal drugs or alcoholic beverages on the jobsite will result in immediate termination.

- Housekeeping shall be an integral part of every job. Supervisors, Team Lead and employees are responsible for keeping their work areas clean and hazard-free. Clean up is required when a job is finished at the end of the day.

- Drinking water containers are to be used for drinking water and ice only. Tampering with or placing items such as drinks in the water cooler will result in immediate termination. The "common drinking cup" is not allowed. Only disposable cups will be used.

- All tools whether company or personal, must be in good working condition. Defective tools will not be used.

- All extension cords, drop cords, and electrical tools shall be checked, properly grounded with ground fault interrupters (GCFI's), and color-coded by a designated competent person each month. This shall be part of the assured grounding program. Cords and equipment that do not meet requirements shall be immediately tagged and removed from service until repairs have been made.

- "Horseplay" on the jobsite is strictly prohibited. Running on the jobsite is allowed only in extreme emergencies.

- Glass containers or bottles of any kind are not permitted on jobsites or in company vehicles.

- The jobsite speed limit is 10 MPH or as posted. No employee is permitted to ride in the bed of a truck standing up or sitting on the outside edges of a truck. Employees must be sitting down inside the truck or truck bed when the vehicle is in motion. Riding as a passenger on equipment is prohibited unless the equipment has the safe capacity for transporting personnel.

- All scaffolding and work platforms must be built and maintained in accordance with OSHA specifications. All ladders must be in safe condition without broken rungs or split side rails. Damaged ladders shall be removed from service and labeled as such. Ladders shall be secured at the top and bottom and extend three (3) feet past the working surface. Metal ladders around electrical work are prohibited. A step ladder shall never be used as an extension ladder. A step ladder must only be used when fully opened with braces locked.

- Report all unsafe conditions and near accidents to your supervisor/team lead, Operations Manager, or the Safety Director as soon as possible so corrective action can be taken.

- Warning signs, barricades, and tags will be used to the fullest extent and shall be obeyed.

9. ENFORCEMENT OF BESAFE SAFETY POLICY

Safety violation notice(s) shall be issued to any employee, subcontractor, or anyone on the jobsite violating the safety rules or regulations by Operations Responsible Person.

- Any violation of safety rules can result in suspension or immediate termination.
  - Any employee receiving three (3) written general violations within a six (6) month period shall be terminated.
  - Issuance of a safety violation notice for failure to use fall protection or for failure to report a job injury (at the time of the injury) may result in immediate termination, in accordance with company policy.

It is understood that AJI is not restricting itself to the above rules and regulations. Additional rules and regulations as dictated by the job will be issued and posted as needed.

ATTACHMENT A

JOB SAFETY CHECKLIST

The following Job Safety Checklist has been condensed and edited from the Occupational Safety and Health Act, Part 1926, Construction Safety and Health Regulations.

A. Safety Rules

_____Hard hats and safety glasses worn.
_____Shirts with sleeves worn.
_____Work shoes worn.
_____Subcontractors' personnel hold safety meetings as indicated by project requirements in accordance with OSHA Safety Standards.
_____Work areas safe and clean.
_____Safety mono-goggles/face shields worn as circumstances warrant.
_____Electrical cords and equipment properly grounded with GCFI's in place and checked by a competent person.
_____No use of alcoholic beverages or controlled substances.
_____Subcontractors provide fall protection for their employees in accordance with OSHA Safety Standards.
_____All scaffolds built to specifications as established by OSHA.
_____Excavation/trenches sloped or shored as established by OSHA.
_____Drug testing of employees involved in accident(s) resulting in personal injury or property damage.

B. Housekeeping and Sanitation

_____General neatness.
_____Regular disposal of trash.
_____Passageways, driveways, and walkways clear.
_____Adequate lighting.
_____Oil and grease removed.
_____Waste containers provided and used.
_____Adequate supply of drinking water.
_____Sanitary facilities adequate and clean.
_____Adequate ventilation.

C. First Aid

_____First aid stations with supplies and equipment. The expiration dates of supplies checked monthly. Expired supplies discarded.

_____Trained first aid personnel.
_____Injuries promptly and properly reported.

D. Personal Protective Equipment

_____Hard hats.
_____Hearing protection.
_____Eye and face protection.
_____Respiratory protection.
_____Fall protection.

E. Fire Protection

_____Fire extinguishers charged and identified.
_____Flammable and combustible material storage area.
_____Fuel containers labeled.

F. Hand and Power Tools

_____Tools inspected.
_____Power tools properly guarded.
_____Safety guards in place.

G. Electrical

_____All portable tools and cords properly grounded [Ground Fault Interrupters (GCFI's) properly installed].
_____Daily visual inspection of caps ends and cords for deformed or missing pins, insulation damage and internal damage.
_____Tests of cords, tools and equipment for continuity and correct attachment of the equipment grounding connector (GCFI) to the proper terminal made every month and:

1. Prior to first use.
2. Prior to return to service after repairs.
3. Prior to return to service after incident that may have caused damage to cord or equipment.

_____Cords and equipment not meeting requirements immediately tagged and removed from service until repairs have been made.

H. Ladders

_____Inspected at regular intervals.
_____No broken or missing rungs or steps.
_____No broken or split side rail.

_____Extend at least 36 inches above landing and be secured.
_____Side rails of 2 x 4 up to 16 feet, or 3 x 6 over 16 feet.

I. Motor Vehicles

_____Lights, brakes, tires, horn, etc., inspected at regular intervals.
_____No overloaded vehicles.
_____Trash trucks have covers.
_____No riding on the edge of pickup truck beds.
_____No riding on concrete trucks, loaders, backhoes, etc.
_____Functioning back-up alarms on loaders, tractors, backhoes, etc.
_____Fire extinguishers installed and readily available.
_____Seat belts worn at all times.

J. Material Storage and Handling

_____Material at least two (2) feet from edge of excavation site.
_____Proper temperature and moisture levels for safe storage of materials to prevent deterioration or volatile hazards within the storage area.
_____Inventory maintained and inspected frequently.
_____Proper protective gear worn when handling chemicals.
_____Appropriate SDS forms to accompany chemicals used and stored in AJI-responsible areas.

ATTACHMENT B

SAFETY EQUIPMENT CHECKLIST

The following is a list of Safety Equipment that should be on the job, if required, or available from the Home Office at all times. Equipment should be checked at intervals in accordance with the applicable OSHA Safety Standards by the Responsible person to ensure that all required equipment is present and in good condition.

_____Safety goggles, shields, and glasses.
_____Hearing protection.
_____Respirators/dust masks.
_____Hard hats.
_____Fire extinguishers (properly charged).
_____First aid kit (check list inside kit).
_____OSHA forms posted.
_____Company "Safety Policy" posted.
_____Company "Hazardous Communication Program" packet posted.

ATTACHMENT C

SAFETY MEETING REPORT

A safety meeting report is signed to indicate attendance. The form has room for employees to sign after attending their weekly safety meeting. This form shall be filled out for each jobsite safety meeting that is held. After completion of the form, make a copy to maintain at each jobsite and return the signed original copy to the main office.

Safety Meeting Date:_____

Topic:_____

Safety Meeting Conducted
By:_____

Employee Name (printed)	**Employee Signature**	**Job Title**

ATTACHMENT D

EMPLOYEE ACKNOWLEDGMENT
RECONOCIMIENTO DEL EMPLEADO

I state that I have attended the safety orientation and have read and received a copy of the AJI safety rules and regulations.
Declaro que he AJI a la orientación de seguridad y he leído y recibido una copia de las normas y reglamentos de seguridad de AJI.

I further state that I understand these rules and acknowledge that compliance with the safety rules and regulations is a condition of employment. If I violate the safety rules or fail to report an injury to my supervisor immediately, I understand that I am subject to termination, in accordance with company policy.
Además, declaro que entiendo estas reglas y reconozco que el cumplimiento de las normas y reglamentos de seguridad es una condición de empleo. Si violo las reglas de seguridad o no informo inmediatamente a mi supervisor de una lesión, entiendo que estoy sujeto a la terminación, de acuerdo con la política de la compañía.

_____
EMPLOYEE SIGNATURE

_____
DATE

_____
AJI SIGNATURE

_____
DATE

Company Experience

With over 36 years' experience providing janitorial services, AJI currently provides cleaning services, including all floor care and day porter service, for over 5,500,000 square feet of office and medical space throughout Florida. All of our clients are beyond satisfied with our services and, more importantly, they have come to trust and count on AJI as a dependable vendor. We invite you to contact each of the below references to learn first-hand what makes AJI the ideal solution to your janitorial service needs at the Village of North Palm Beach locations.

Lake County Board of County Commissioners
550 West Main Street, Tavares, FL 32778
Don Glessner
352-253-4973 (p)
352-253-4961 (f)
dglessner@lakecountyfl.gov
Annual Contract Billing: $864,000.00

The Lake County Government awarded AJI with its janitorial cleaning services contract in 2011. The contract requires American Janitorial Inc. to provide daily janitorial services for facilities that total over 700,000 square feet.

As part of the contract, AJI provides complete janitorial service for all of Lake County's facilities in the downtown Tavares area including the Lake County Judicial Center, the Lake County Administration Building, the Historic Courthouse, the Property Appraiser / Tax Collector building and the Public Defender offices. Our services are also contracted for high-traffic, high-usage public building such as the public libraries, the community center buildings, the fairground buildings and various warehouse and office space.

AJI Engagement Team: Thomas Donehoo, Michelle Parrish

8 Supervisors/16 Cleaning Team Members

CONTRACT TERM:
Start: October 1, 2011
End: March 31, 2027
**AJI was the successful proposer during rebids in 2017 and 2021*

The Villages Commercial Property Mgmt
1071 Canal St, The Villages, FL 32162
Brian Huffman
352-483-6709 (p)
352-750-3381 (f)
brian.huffman@thevillages.com
Annual Contract Billing: $480,000.00

Since 2014, AJI has provided daily janitorial services to more than 20 recreation centers in The Villages, as well as 25 pool restroom locations. AJI ensures optimal levels of cleanliness and sanitation by detail cleaning and thoroughly mopping all hard service flooring each day. Additionally, we provide cleaning services to the offices and meeting room areas, paying special attention to the restrooms as they experience high levels of resident traffic each day.

AJI Engagement Team: Thomas Donehoo, Elizabeth Allender
6 Supervisors/18 Cleaning Team Members
CONTRACT TERM:
Start: April 1, 2014 End: Annual Renewal

City of Ormond Beach
399 North US 1, Ormond Beach, FL 32174
Bill Rose
386-212-8685 (p)
386-676-3294 (f)
Bill.Rose@ormondbeach.org
Annual Contract Billing: $288,000.00

American Janitorial Inc. provides quality janitorial and floor care services to 37 locations for the City of Ormond Beach. Our contracted services include cleaning the City Hall, Police Department, Public Works and park facilities. We provide carpet cleaning, floor stripping and waxing, hard surface floor buffing and ceramic tile steam cleaning. These locations total over 140,000 square feet and we have been providing services since 2015.

AJI Engagement Team: Thomas Donehoo, Maina Fenero
2 Supervisors/12 Cleaning Team Members
CONTRACT TERM:
Start: March 1, 2015 End: February 28, 2028

Pinellas Suncoast Transit Authority (PSTA)
3201 Scherer Dr N., St. Petersburg, FL 33716
Missy Nevitt
727-540-1883 (p)
727-540-0902 (f)
MNevitt@psta.net
Annual Contract Billing: $654,500.00

AJI began cleaning the bus stop locations for the Pinellas Suncoast Transit Authority on October 1, 2015 and at contract expiration in 2020, we were successful in retaining the contract at rebid. This project consists of over 5,500 bus stops and bus shelters. We provide trash pickup, pressure washing, graffiti removal, weed eating, tree trimming, and lawn mowing within 20 ft of the shelter.

AJI Engagement Team: Thomas Donehoo, Jose Delgado
1 Supervisor/6 Team Members
CONTRACT TERM:
Start: October 1, 2015 End: September 30, 2025

Volusia County Board of County Commissioners
123 W. Indiana Ave, DeLand, FL 32720
Ashley Brookman
(386) 547-2737 (p)
(386) 248-1761 (f)
abrookman@volusia.org
Annual Contract Billing: $1,392,000.00

AJI provides daily janitorial and day porter services to 80 separate locations for Volusia County, totaling over 1,000,000 square feet. Our services are contracted for high-traffic, high-usage public buildings such as the Volusia County courthouse complex, public libraries, community center buildings, and various warehouse and office spaces. We provide day porter services, COVID cleaning, and daily janitorial services to these locations. This project also includes several high security law enforcement facilities.

AJI Engagement Team: Thomas Donehoo, Maina Fenero
8 Supervisors/23 Team Members
CONTRACT TERM:
Start: March 1, 2019 End: February 28, 2024

Flagler County Board of County Commissioners
1769 East Moody Blvd, Bunnell, FL 32110
Mike Dickson
386-585-2525 (p)
386-313-4121 (f)
mdickson@flaglercounty.org
Annual Contract Billing: $540,000.00

AJI provides daily janitorial and day porter services to over 50 separate locations for Flagler County, totaling over 450,000 square feet. This project includes the Flagler County Government Complex, Judicial Center, libraries, community centers and fairgrounds.

AJI Engagement Team: Thomas Donehoo, Maina Fenero
2 Supervisors/19 Cleaning Team Members
CONTRACT TERM:
Start: April 1, 2018 End: March 31, 2024

City of Dunedin
737 Louden Ave, Dunedin, FL 34698
Tanya Hart
727-298-3232 (p)
727-298-3012 (F)
thart@dunedinfl.net
Monthly Contract Billing: $61,500.00

AJI provides daily janitorial services to 36 locations for the City of Dunedin. Our services include: evening janitorial cleaning of office areas, fire stations, community centers, libraries, parks and public works totaling over 200,000 total square feet. Additionally, we provide semi-annual carpet cleaning, tile stripping and waxing, and ceramic tile steam cleaning. We have been providing services to these locations since October 2021.

AJI Engagement Team: Thomas Donehoo, Elizabeth Allender
2 Supervisors/18 Cleaning Team Members
CONTRACT TERM:
Start: October 1, 2021
End: September 30, 2026

Contracts on Hand

AJI provides comprehensive cleaning and specialty floor care services for over 500 facilities throughout the State of Florida, totaling over 5.5 million square feet serviced each day. Below you will find a list of our key clientele.

Lake County Government
550 West Main Street
Tavares, FL 32778
Annual Contract Billing: $864,000.00
CONTRACT TERM: Start: October 1, 2011 End: March 31, 2027

Pinellas Suncoast Transit Authority
3201 Scherer Drive N.
St. Petersburg, FL 33716
Annual Contract Billing: $654,500.00
CONTRACT TERM: Start: October 1, 2015 End: September 30, 2025

City of Ormond Beach
399 North US 1
Ormond Beach, FL 32174
Annual Contract Billing: $288,000.00
CONTRACT TERM: Start: March 1, 2015 End: February 28, 2028

City of Clermont
685 West Montrose St
Clermont, FL 34711
Annual Contract Billing: $240,000.00
CONTRACT TERM: Start: October 1, 2016 End: March 31, 2023

City of Dunedin
750 Milwaukee Ave
Dunedin, Florida 34698
Annual Contract Billing: $732,000.00
CONTRACT TERM: Start: October 1, 2021 End: September 30, 2026

City of Palm Coast
1 Wellfield Grade
Palm Coast, FL 32137
Annual Contract Billing: $327,000.00
CONTRACT TERM: Start: October 1, 2018 End: September 30, 2026

City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136
Annual Contract Billing: $48,000.00
CONTRACT TERM: Start: July 1, 2023 End: June 30, 2026

Volusia County Government
123 W. Indiana Ave
Deland, FL 32720
Annual Contract Billing: $1,392,000.00
CONTRACT TERM: Start: March 1, 2019 End: February 28, 2024

Flagler County Government
1769 Easy Moody Blvd
Bunnell, FL 32110
Annual Contract Billing: $540,000.00
CONTRACT TERM: Start: April 1, 2018 End: March 31, 2024

The Villages Healthcare Centers
280 Farner Place
The Villages, FL 32162
Annual Contract Billing: $620,000.00
CONTRACT TERM: Start: April 1, 2017 End: January 31, 2024

The Villages Commercial Property Management
3597 Kiessel Road
The Villages, FL 32163
Annual Contract Billing: $480,000.00
CONTRACT TERM: Start: April 1, 2014 End: Annual Renewal

Villages Community Development Districts
1026 Canal Street
The Villages, Florida 32162
Annual Contract Billing: $1,500,000.00
CONTRACT TERM: Various (2017) End: Varies

SECO Energy
293 South US Hwy 301
Sumterville, FL 33585
Annual Contract Billing: $267,000.00
CONTRACT TERM: Start: July 1, 2019 End: June 30, 2025

LITIGATION

AJI has not been involved in any litigation for the previous three (3) years where a court or administrative authority has ruled against either the principals of, or the corporation itself, in any matter related to our operational or professional activities.

VILLAGE OF NORTH PALM BEACH

Municipal Facility Janitorial Services for the Village of North Palm Beach

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

ADVERTISEMENT, INSTRUCTION, SPECIFICATIONS, GENERAL TERMS AND CONDITIONS

REQUEST FOR PROPOSALS

The Village of North Palm Beach will be receiving sealed proposals to provide **Municipal Facility Janitorial Services for the Village of North Palm Beach.**

Sealed proposals (one original plus five copies and one digital copy) will be received by the Village Clerk's Office at 501 U.S. Highway One, North Palm Beach, Florida 33408 until **3:00 p.m. EST on NOVEMBER 21st, 2023**. Any proposals received after the time specified will not be accepted and shall be returned unopened to the Proposer. All proposals will be publicly opened and read aloud in the Village Council Chambers.

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

A **mandatory pre-Proposal meeting** is scheduled for **9:00 a.m. EST on NOVEMBER 7th, 2023** at the Village of North Palm Beach Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408. Failure to attend the mandatory pre-Proposal meeting may result in the rejection of your Proposal.

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

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

VILLAGE OF NORTH PALM BEACH, FLORIDA
Chuck Huff
Village Manager

Publish: **DemandStar**
OCTOBER 26, 2023
Palm Beach Post
OCTOBER 26, 2023

INSTRUCTIONS TO PROPOSERS AND TERMS AND CONDITIONS

GENERAL INFORMATION

The Proposal Documents consist of:

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

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

A **mandatory pre-Proposal meeting** is scheduled for **9:00 a.m. EST on NOVEMBER 7th, 2023** at the Village of North Palm Beach Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408. Failure to attend the mandatory pre-Proposal meeting may result in the rejection of your Proposal.

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

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

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

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

All corrections made to the proposal price must be initialed. Proposers shall not be allowed to modify their proposals after the opening time and date.

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

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

For information concerning this Proposal, please contact:

James Anthony
Facilities Manager
Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408
561-691-3443

All questions must be submitted in writing by e-mail to janthony@village-npb.org **at least five (5) days prior to the proposal submission deadline**.

ACCEPTANCE/REJECTION

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

ADDITIONAL TERMS AND CONDITIONS

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

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the Proposal Documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Proposals will be given consideration. All such changes and interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Submission of a Proposal constitutes acknowledgment by the Proposer of the receipt of addenda. All addenda are a part of the Proposal Documents and each Proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer to verify that he

has received all addenda issued before Proposals are opened. No authorization is allowed by Village personnel to interpret, or give information as to Proposal requirements in addition to that which is contained in the written Proposal document and addenda.

CONTRACTUAL AGREEMENT

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

FEDERAL AND STATE TAX

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

LEGAL REQUIREMENTS

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

VARIANCES

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

AWARD

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

PROPOSAL WITHDRAWAL

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

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed

written notice with the Village and promptly demonstrates to the reasonable satisfaction of the Village that there was a material and substantial mistake in the preparation of his/her Proposal, that Proposer may withdraw his/her Proposal. Thereafter, that Proposer will be disqualified from further proposals on the work.

CERTIFICATION

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

NON-APPROPRIATIONS

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

PROPOSAL FORMS

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

(A) Proposals must be made on the blanks provided herewith.

(B) Total Proposal amount (Section One of Proposal Form) shall be shown in words and figures.

(C) Any proposal which in any manner fails to conform to the condition of the published notice may be rejected.

(D) Proposals must be signed in ink by the Proposer with the signature in full.

(E) Proposals that contain any omission, erasure, alteration, addition or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will constitute cause for the rejection of the Proposal.

(F) If a Proposer wishes to change prices, they shall strike the price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the proposal. Failure to initial these changes or illegible entries or corrections or prices will be cause for the rejection of the proposal as informal or irregular.

QUALIFICATION OF PROPOSERS

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

A. List of equipment and facilities available to do the work.

B. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.

C. **All required information set forth in the Scope of Work/Specifications.**

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

REGULATIONS, PERMITS AND FEES

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

INSURANCE REQUIREMENTS

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

TERM OF CONTRACT

The initial term of the proposed contract shall be for a period of twenty-one months (January 1, 2024 through September 30, 2025), with three additional one-year renewal terms thereafter unless either party proves ninety (90) days' written notice of its intent not to renew. No cost increase to the Village shall be imposed within the initial term or renewal terms, as applicable, unless otherwise agreed to in writing by the parties.

CONE OF SILENCE

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

NON-COLLUSION

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

SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to section 287.05701, Florida Statutes, the Village may not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is responsible. Further, the Village may not give a preference to a Proposer based on the Proposer's social, political, or ideological interests.

SCOPE OF WORK/SPECIFICATIONS

The Village of North Palm Beach ("Village") is interested in obtaining proposals from qualified, licensed, insured, and bonded Contractors to provide Janitorial Services as described in these Specifications. The work consists of furnishing all labor, machines, equipment, tools, materials, and supervision necessary to perform and maintain the facilities in a neat, clean and orderly condition except as specifically detailed otherwise in this RFP. All labor and materials supplied by the Contractor must be in compliance with all Local, State, Federal and OSHA standards.

The resulting contract will be a performance-based. Contractor is required to provide all services and supplies of sufficient quantity and quality to achieve the quality performance standards prescribed in the specifications herein at the prices stated in the Proposal Form. Specific tasks and the frequency of their performance are set forth below. These frequencies are proposed as the minimum requirements to achieve the performance desired. In preparing its price proposal, the Contractor is required to use its professional experience and best judgment to determine the actual quantities of labor and materials required to meet the performance specifications. Due to conditions found at particular locations, Contractor may need to increase the frequency of the tasks in order to keep the facilities neat and clean in accordance with the performance standards stated herein. Any increase in labor and materials that may be required to meet the performance specifications shall be at no additional cost to the Village.

1. ***Tentative Schedule of Events*:**

The schedule of events, relative to this procurement shall be as follows:

Event:	**Date:**
Issuance of Request for Proposals	OCT 26, 2023
Pre-Proposal Meeting **(Bus Site Tour)**	NOV 7, 2023
Deadline for Written Questions	NOV 16, 2023
Opening of Proposals	NOV 21, 2023
Submission Evaluations	NOV 29, 2023
Award of Contract (Tentative)	DEC 14, 2023

In conjunction with the Pre-Proposal Meeting, the Village will provide transportation for a bus tour of the facilities covered under this RFP. We will maintain the following Pre-Proposal Meeting schedule:

9:00-	9:10 a.m.	Pre-Proposal Meeting, Village Hall, 501 U.S. Highway One, North Palm Beach
9:10-	9:20 a.m.	Tour Village Hall
9:20-	9:30 a.m.	Tour Library
9:40-	10:00 a.m.	Tour Anchorage Park Activities Building & Marina Complex Restrooms
10:10-	10:30 a.m.	Tour Public Works Complex
10:40-	10:50 a.m.	Tour Osborne Park
11:00-	11:10 a.m.	Tour Community Center
11:20-	11:30 a.m.	Tour Country Club (Golf, Restaurant, and Pool)
11:30-	11:40 a.m.	Tour Tennis Center
11:50-	12:10 p.m.	Tour Public Safety Building
12:20-	12:30 a.m.	Tour Community Development
12:30-	1:00 p.m.	Return to Village Hall (Q & A Session)

2. ***Additional Services*:**

The Village may require the addition of services from the Contractor as the requirements of the Village may change. This could entail additional facility areas and/or additional services required at contracted facility. Upon request, the Contractor shall provide the Village with a cost for these additional facilities or services based upon the cost structure utilized in establishing the cost for the areas that were initially contracted.

3. ***Evaluation Criteria and Procedures*:**

A. Vendors are evaluated as per the **Evaluation Criteria.** The Village reserves the right to obtain additional information from Proposers.

B. Vendors have a continuing obligation to provide the Village with any material changes to the information requested.

C. Points for each of the Evaluation Criteria are identified below.

Evaluation Rating Categories:

40 Maximum Points	Proposal Pricing
40 Maximum Points	Personnel Qualifications
40 Maximum Points	Project Management Plan
40 Maximum Points	Past Performance/Client References
40 Maximum Points	Workload and Contract Litigation
200 Maximum Points	Total

Required Information for Evaluation Proposals (to be included in Qualification Statement)

Proposal Pricing: (40 Point Maximum)
Provide pricing on the Proposal Form supplied with this RFP.

Personnel Qualifications: (40 Point Maximum)
Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project, which may include the following:

- Project Superintendent.
- Site Supervisors.
- Full-Time Service Crews.

Provide a brief resume for each employee who will furnish professional and technical support expertise on this contract. This should include the following:

- Function(s) in the company.
- Title and number of years of service with the company.
- Number of years of experience in the maintenance of comparably complex facilities and systems.

Project Management Plan: (40 Point Maximum)
Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP.

Provide a tentative schedule for each facility: (Include, at a minimum)

- Days of Service
- Time of Service
- Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.)
- Identify the number of employees to be assigned to the contract.

Describe how you intend to provide a start-up orientation program to bring facilities into compliance with quality

standards.

Provide personnel organization for each location that will perform basic and project work. (i.e. 1 Supervisor, 1 Crew Leader, 2 Employees)

Provide your inspection procedures including any technical aids used to monitor performance standards.

Provide your current reporting system used to compare actual performance against your schedule for regular service and describe how your firm mitigates issues.

Describe your capabilities to respond to emergency or disaster situations including supply of specialized equipment required for Dewatering Methods or moisture removal tasks or other special cleaning services.

Describe how you will ensure all required equipment is maintained or replaced to ensure your equipment is always in quality working order.

Provide your company's internal Employee Training Manual, including the Employee Safety Training Manual.

Provide a narrative of the training your firm currently has in place to assure on-site staff will be pro-active and aware during each shift with regards to notification and documentation of suspicious behavior, abandoned belongings/packages, running water, potential slip and fall conditions, ajar doors, etc.

Past Performance: (40 Point Maximum)
Client References – Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.

Identify each client reference:

- Name of Client.
- Client contact information including email address
- Award date and expiration date of contract.
- Size of facility area cleaned (square feet).
- Total number of workers/ supervisors assigned to contract.
- Annual dollar value of contract.

Workload and Contract Litigation: (40 Point Maximum)
Project List – Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include:

- Name of Contract Client
- Brief Project Scope
- Contract Budget
- Contract Duration (Award Date – Expiration Date)

Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.

Provide all items listed in the above Proposal Pricing, Personnel Qualifications, Project Management Plan, Past Performance (Client References), and Workload and Contract Litigation sections as part of your RFP response. These items are the expected deliverables to be evaluated for award of contract.

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

Evaluation Scoring Scale:

40 Point Scale

Superior Response:	(30 - 40 Points)
Good Response:	(20 - 29 Points)
Fair Response:	(10 - 19 Points)
Failed Response:	(0 - 9 Points)

Evaluation Scoring Scale Definitions:

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

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

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

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

Evaluation Committee members will independently evaluate each proposer based on the rating categories for the evaluation process. Points will be awarded from zero (0) to the maximum points allowed for the category. Points are not awarded in a winner-takes-all format. Proposers may tie in individual category and cumulative point awards. Following award of points by the Evaluation Committee to all proposers, the Village Clerk will combine and average points awarded to each firm for each category. The Village will commence contract negotiations with the proposer scoring the highest rating, based on the evaluation process scoring, and continue negotiations in order of ranking, if required.

4. ***Project Locations*:**

A. Size, Description, Available Schedule and Service Days.

Facility No.	Description	Square Feet (Approx.)	Available Schedule	Service Days
1	Village Hall, 501 U.S. Highway One	10,381	Work Hours	M,T,W,Th,F.
2	Library, 303 Anchorage Drive	13,194	After Hours	Sun., M,T,W,Th,
3	Anchorage Park Activities Building, 603 Anchorage Drive	4,042	After Hours	Sun.,M,T,W,Th.
4	Anchorage Park Restrooms, 603 Anchorage Drive	260	After Hours	Sun.,M,T,W,Th.
5	Public Works Complex, 645 Prosperity Farms Road	9,526	Work Hours	Sun.,M,T,W,Th.
6	Osborne Park, 851 Prosperity Farms Road	4,900	After Hours	Sun.,M,T,W,Th.
7	Community Center, 1200 Prosperity Farms Road	12,660	After Hours	M,T,W,Th.,F.
8	Community Center Restrooms	1,400	After Hours	Sun.,M,T,W,Th.
9	Community Center NW Restrooms	400	After Hours	Sun.,M,T,W,Th.
10	Public Safety Complex, 560 U.S. Highway One *Firefighter's bunk rooms and kitchen are not included	20,000*	Work Hours	M,T,W,Th,F, S, S
11	Community Development Office, 420 U.S. Highway One	3,000	After Hours	M,T,W,Th, F
12	Country Club, 951 U.S. Highway One (Tennis Center)	1,712	After Hours	Sun.,M,T,W,Th,F,S
13	Country Club, 951 U.S. Highway One (Golf Shop, Office, Locker Rooms, Employee Lounge)	2,000	After Hours	Sun.,M,T,W,Th,F,S
14*	Country Club, 951 U.S. Highway One (Pool Area)	1,500	After Hours	Sun.,M,T,W,Th,F,S
15	Country Club, 951 U.S. Highway One (2nd Floor Admin. Offices, Lobby, Restroom & Conference Room)	893	After Hours	Sun.,M,T,W,Th,F,S
16	Country Club, 951 U.S. Highway One (2nd Floor Loggia, Circle Entry, Stairs, Passenger Elevators)	2424	After Hours	Sun.,M,T,W,Th,F,S
17	Country Club, 951 U.S. Highway One (1st Floor, Elevator Landing, outside golf shop landing to west door)		After Hours	Sun.,M,T,W,Th,F,S

B. Operating Hours.

Facility No.	Description	Operating Hours (Approximate)
1	Village Hall, 501 U.S. Highway One	Monday-Friday 6AM-10PM
2	Library, 303 Anchorage Drive	Sunday Closed Monday-Thursday 8AM-8PM Friday-Saturday 8AM-6 PM
3	Anchorage Park Activities Building, 603 Anchorage Drive	Monday-Friday 6AM-10PM
4	Anchorage Park Restrooms, 603 Anchorage Drive	Always Open
5	Public Works Complex, 645 Prosperity Farms Road	Monday-Friday 6AM-10PM
6	Osborne Park, 715 Prosperity Farms Road	Monday-Friday 8AM-10PM
7	Community Center, 1200 Prosperity Farms Road	Monday-Friday 6AM-10PM Saturday-Sunday 8AM-5PM
8	Community Center Restrooms	Monday-Friday 6AM-9PM Saturday-Sunday 8AM-5PM
9	Community Center Restrooms NW	Monday-Friday 6AM-10PM Saturday-Sunday 8AM-5PM
10	Public Safety Complex, 560 U.S. Highway One	Continuous
11	Community Development Office, 420 U.S. Highway One	Monday-Friday 6AM-6PM
12	Country Club, 951 U.S. Highway One (Tennis Center)	Sunday- Saturday 6AM-10PM
13	Country Club, 951 U.S. Highway One (Pro Shop, Lockers, Administration)	Sunday- Saturday 6AM-10PM
14	Country Club, 951 U.S. Highway One (Pool Area)	Sunday- Saturday 6AM-10PM
15	Country Club	Sunday- Saturday 6AM-10PM

C. Service Demand:

Facility No.	Description	Service Demand (Approximate)
1	Village Hall, 501 U.S. Highway One	Staff Level: 20-22 Low Public Use, Thirteen (13) Offices, Two (2) Restrooms, Conference Room, Council Chambers, Lobby, Hallways, Kitchen
2	Library, 303 Anchorage Drive	Staff Level: 12-14 High Public Use, Four (4) Offices, Three (3) Work Stations, Six (6) Restrooms, Two (2) Break Rooms w/ Food Prep Areas, Lobby, Meeting Room, Children's Room, General Library Area.
3	Anchorage Park Activities Building, 603 Anchorage Drive	Staff Level: 5-8 Low Public Use, Three (3) Office, Two (2) Restrooms, Lobby, Food Prep Area, Conference Room, Recreation Room.
4	Anchorage Park Restrooms, 603 Anchorage Drive	Staff Level: 0 Medium Public Use, Two (2) Restrooms.
5	Public Works Complex, 645 Prosperity Farms Road	Staff Level: 35-40 No Public Use, Five (5) Office, Three (3) Restrooms, Conference Room, Break Room (2), Lobby, General Office Space.
6	Osborne Park, 715 Prosperity Farms Road	Staff Level: 0 Medium Public Use, Food Prep Area, Recreation Room.
7	Community Center, 1200 Prosperity Farms Road	Staff Level: 1-3 One (1) Office, Three (3) Restrooms, Lobby, Stage, Gym, Hallways.
8	Community Center Concession Stand Restrooms	Staff Level: 0 Medium Public Use, Two (2) Restrooms.
9	Community Center Basketball Restrooms	Staff Level: 0 Medium Public Use, Two (2) Restrooms.
10	Country Club, 951 U.S. Highway One (Tennis Center)	Staff Level: 3-7 High Public Use, Two (2) Offices, Two (2) restrooms, Tennis Shop
11	Country Club, 951 U.S. Highway One (Golf Shop, Offices, Locker Rooms, Employee Lounge)	Staff Level: 3-7 High Public Use, Four (4) Offices, Two (2) Locker restrooms, Employee Lounge (1), Golf Pro Shop
12	Country Club, 951 U.S. Highway One (2nd Floor Administration Offices, Lobby, Restroom & Conference Room)	Staff Level: 3 Medium Public Use, Three (3) Offices, One (1) Restroom, Hallway.
13	Country Club, 951 U.S. Highway One (Pool Area)	Staff Level: 3-7 High Public Use; Kiosk (2); Restrooms (2)
14	Country Club, 951 U.S. Highway One (2nd Floor Loggia, Entry Circle, Stairs, Passenger Elevators)	Staff Level: 0 High Public Use; Common Area
15	Country Club, 951 U.S. Highway One (1st Floor, Elevator Landing, Outside Golf Shop landing to west door)	Staff Level: 0 High Public Use; Common Area
16	Public Safety Complex, 560 U.S. Highway One	Staff Level: 60+ Low Public Use, Multiple Offices, Multiple Restrooms, Locker room with showers, Detention Cells, Conference Room, Gym, Multipurpose Room, Hallways.
17	Community Development Office, 420 U.S. Highway One	Staff Level: 15 Low Public Use, Five (5) Offices, Three (3) Restrooms, Conference Room, File Room, Food Prep Area, Work Stations, Front Counter, Public Waiting Area.

5. ***Definitions*:**

For purposes of this RFP, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The words facility and building are considered interchangeable. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

Acceptable Quality Level: A level of service that meets all specifications of this contract and is defect free.

Adhered Soil: Any foreign matter, solid or liquid, including but not limited to the following: oil, water, dried mud, adhesives or caked oil absorbent compounds.

Award: The acceptance of a proposal by the Village Council.

Bi-monthly: Every two months.

Bi-weekly: Every two weeks.

Building Surfaces: For the purpose of this contract the use of the term building surfaces as a category of material includes all items comprising and attached to the interior building areas covered by this contract. The only items excluded from this definition are items within wall and ceiling cavities, computer monitor screens, information technology server racks, paperwork and tenants' personal items, unless the aforementioned items are specifically requested to be cleaned by someone having authority to make such a request.

Carpet Floors: For the purpose of this contract the use of the term carpet floors as a category of material includes all floors that are covered in carpet. This includes, but is not limited to, all carpet, broadloom carpet, carpet tile, walk-off carpet, rugs, mats and entryway systems that have carpet strips or carpet-like strips in them. These specific sub-categories may be mentioned in some instances to identify specific cleaning required for an item. If the term is used it is intended to include any and all sub-category products in that space.

Clean:

- The complete, comprehensive and thorough cleaning of any item subject to cleaning, including corners, inside, outside, top, bottom, under and over all surfaces.

- The absence of marks, streaks, spots, stains from all stainless steel, chrome, brass and other bright metal surfaces. All work shall be polished to a dry sheen.

- The absence of stains, bacteria growth, spore formations and grime that can be eliminated by the appropriate wet, hand scrubbing techniques.

- The absence of stains and other adhered in-fiber accumulation in fabric and carpeted areas that can be eliminated by appropriate spot cleaning or hot water extraction techniques.

- The absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques.

- The absence of dust, lint and other loose in-fiber accumulation in fabric and carpeted areas that can be eliminated by appropriate vacuum cleaning techniques.

- The absence of odors in fabric and carpeted areas that can be eliminated by hot water extraction techniques and application of sanitizer.

- The absence of loose dust, dirt, lint or spider webs on any surface of any item subject to appropriate dusting or sweeping/dust mopping techniques.

- The absence of adhered dirt build-up on any surface of any item subject to appropriate mopping techniques.

- The absence of tightly adhered dirt build-up on any surface of any item subject to appropriate machine or manual scrubbing techniques.

- The absence of any soil, wax or other undesirable adhered build up which can be eliminated by appropriate heavy duty, cycle or project cleaning techniques.

- The absence of standing water related to janitorial services.

- The presence of appropriate surface gloss, protection, or reflective capacity in line with "like new" or designated gloss levels without streaks, swirls or debris.

- The presence of appropriate finishes applied in the appropriate manner to produce a slip resistant surface.

- The absence of chewing gum and other similar substances from floors, carpet, sidewalks, stairwells or any other surfaces.

- The absence of litter or undesirable debris that can be eliminated by appropriate policing techniques.

- The presence at all times of a germicidal solution to fill the drain trap and prevent the escape of sewer gas.

- The presence of sufficient product to last until next scheduled service.

- The absence of recyclables in the building. Recyclables shall be collected and removed to designated area, which shall be maintained in a neat and tidy condition.

- The absence of trash in the building. Trash shall be collected and removed to designated area which shall be maintained in a neat and tidy condition.

- The absence of soil, litter, dust, incrustation and odors in debris receptacles. They shall be cleaned as needed.

Cleaning: See Technical Specifications Section.

Cleaning Products, Supplies and Materials: All consumable and other supplies, products, materials, or any other item or article required to properly execute the terms and provisions of the contract shall be furnished by the Contractor at their sole cost and expense unless specifically indicated in the contract as being furnished by Village. All cleaning supplies and materials must be approved by the Contract Administrator prior to being used.

Component: For the purpose of this contract a component is an item or category of items within the facility. Examples would be water fountains or desks.

Contract Administrator: The Village employee who is responsible for the management of a contract.

Corrective/Preventive Action: Processes and plans to improve or eliminate causes of non-conformities or other undesirable situations. Corrective actions are implemented in response to customer complaints, undesired levels of internal non-conformity, contract non-compliance or other products and processes identified by the Contract Administrator. Preventive actions are implemented in response to the identification of potential sources of non-conformity.

Daily: At least once per day of service.

Daily as Needed: At least once per day of service when the indicated building surface is not clean.

Damp-Wiping: See Technical Specification Section.

Day/Night Porter: Day porter is assigned to a building to provide supplemental services to maintain the desired level of cleanliness consistently throughout the shift. Such tasks may be identified as policing or other additional duties as may be required at the assigned building not specifically identified in the specifications. These additional tasks will be assigned in concert with the site Contract Administrator and the tenant of the building. All immediate action calls shall be directed to the day/night porter by the Contract Administrator or their designee. The day/night porter must respond to such calls immediately. Response time shall be within ten (10) minutes.

Debris Receptacle: Ashtrays, urns, wastebaskets, trash containers and recycling containers.

Deficiency: An instance of non-compliance with a contract requirement. A defect may be caused by either non-performance or poor performance.

Dirt: Any filth or soiling substances or foreign matter, solid or liquid, including mud and dust.

Disinfecting: See Technical Specification Section.

Dry Compound Method: See Technical Specification Section.

Dust: Fine particulate matter derived from many sources inside and outside the building. It is light enough to become airborne, so it can build up on any surface. It is often held in place by static electricity, which increases the difficulty of removal.

Dusting: See Technical Specification Section.

Dusting, High: See Technical Specification Section.

Dusting, Low: See Technical Specification Section.

Dusting, Overhead: See Technical Specification Section.

Edging: See Technical Specification Section.

Embedded Soil: Adhered soil that has penetrated into the matrix of the surface.

Entryway Systems: Loose rugs, loose mats, loose runners, attached walk-off carpet, imbedded metal grilles, with or without carpet inserts, etc. that are located at the entrance(s) to the building or at the entrances to areas within the building to collect dirt as people enter these areas.

Envelope: All areas within in the floors, walls and ceiling of the interior of the building and include all items attached or not attached inside the cube of the interior building surfaces.

Equipment: See Equipment Specifications and Standards Section.

Facility Area: A portion of a building covered by this contract that has easily definable boundaries for the purpose of conducting janitorial inspections.

Film: A thin film coating that usually builds up over time and often is so uniform that it goes unnoticed. Air pollution is a major contributor to film formation. Film is found on infrequently cleaned toilet bowls due to foreign or impurities settling out of the tap water. Film is also found on the inside surfaces of exterior glass.

Floor Finish: A preparation containing wax or other sealers used to polish and preserve floors, enhance the appearance and/or provide the desired sheen.

Grime: Foreign matter that clings to or is embedded in a surface. It becomes embedded or built up by repeated touching or handling, such as a door handle or light switch. Careless or incomplete cleaning procedures may contribute to the development of grime.

Grit: Coarse particulate matter such as sand, fragments of metal and/or glass, and salt (before they absorb moisture and liquefy).

Gum: For the purpose of this contract the use of the term gum as a category of material includes chewing gum and any other thick, sticky substance that becomes adhered to building surfaces.

Hard Floors: For the purpose of this contract the use of the term hard floors as a category of material includes all floors that are not covered in carpet. This includes, but is not limited to, finished or unfinished concrete, terrazzo, ceramic tile, porcelain tile, vinyl tile, resinous flooring, linoleum flooring and epoxy flooring.

Hazardous/Bio-Hazardous Materials: Any bodily fluids(including but not limited to blood, feces, vomit) , wastes, substances, radiation, or materials (whether solids, liquids or gases) which are hazardous, toxic, infectious, explosive, radioactive, carcinogenic, or mutagenic; which are or become defined as a "pollutants" "contaminants," "hazardous materials," "hazardous wastes," "hazardous sub-stances," "toxic substance," "radioactive materials," "solid wastes," or other similar designations in, or otherwise subject to regulation under, any laws; which threatens to cause a nuisance pursuant to applicable statutory or common law upon the premises or to adjacent properties; which contain polychlorinated biphenyls (PCBs), asbestos, lead-based paints, urea formaldehyde foam insulation, and petroleum or petroleum products (including, without limitation, gasoline, crude oil or any fraction thereof); or which pose a hazard to human health, safety, natural re-sources, industrial hygiene, or the environment, or an impediment to working conditions.

HEPA Filter: A high efficiency particulate vacuum filter which removes 99.9% of all articulates to 0.3 microns of harmful particles, including dust, mold spores, dust mites, pet dander and other troublesome allergens.

High Traffic Areas: Portions of the building were a large number of people pass through or work. These areas include, but are not limited to, main lobbies, secondary lobbies, vestibules and public hallways.

Holidays: Holidays observed by Village.

Hot Water Extraction: See Technical Specification Section.

Janitorial Contract Compliance Report: A Microsoft® Excel report initiated by the Contract Administrator which documents contractor’s performance at intervals determined the previous rating.

Janitorial Worker: An individual in contractor’s organization who performs housekeeping and janitorial tasks. This individual may also be known as a cleaner, custodian or housekeeping worker.

Job Site: The area within Village's property lines or portions of such area that are defined within this Specification.

Key Personnel: The individual(s) employed by the contractor, who has the responsibility and authority for fulfilling any of the requirements of this Specification and or the associated contract document.

Law or Laws: Includes but is not limited to local, state, federal, or regional statutes, regulations, ordinances, rules, policies, directives, orders, demands, or other laws of whatever nature, as they now exist or may hereinafter be adopted or amended.

Lint: Clinging bits of fiber, hair or thread that cling to surfaces. Lint may include such things as carpet fibers, fuzz from sweaters and cobwebs.

Litter: Any item(s) or the remains of any activity that has been discarded, including but not limited to paper, cans and bottles. Waste paper, branches detached from trees and shrubs, beverage containers, dead birds, and dead animals, but not be limited to.

Loose Soil: Any foreign particles not stuck to the surface.

Machine Scrubbing: See Technical Specifications Section.

Maintenance: The upkeep of property and the work to keep it clean and presentable according to the specifications of this Contract.

Mopping: See Technical Specifications Section.

MSDS: Material Safety Data Sheet.

Non-public Areas: Spaces and areas not normally used by the public, such as administrative areas, offices and conference rooms.

OSHA: U.S. Occupational Safety and Health Administration. OSHA is the Federal government agency responsible for providing the rules and regulations on safety and health requirements in the work place.

Pile Lifting: See Technical Specification Section.

Policing: See Technical Specification Section.

Premises: All areas designated by this contract and exhibits, including all fixtures, equipment, and other property of the Village located therein as the place or places where the business of the Contractor is to be conducted.

Project Work: Cleaning services required by janitorial personnel other than routine or policing work. Such cleaning will include, but not be limited to, wall washing, carpet cleaning, machine scrubbing of hard floors (including restroom floors), stripping and refinishing of hard floors, spray buffing, glass cleaning, cleaning light diffusers, cleaning air conditioning and fan vents, overhead dusting, cleaning escalator steps as required, and any other cleaning as may be requested by the Contract Administrator.

Proposal: An offer submitted by a prospective vendor in response to this Request for Proposals.

Public Areas: Spaces and areas (sidewalks, lobbies, auditoriums, restrooms, hallways, vestibules, etc.) normally open to the public and normally used by the public.

Quality Control (QC): Actions taken by the Contractor or Village to ensure the specifications and standards of the contract are met. A copy of the Contractor's basic quality control program shall be provided to the Village with the solicitation and shall be approved by the Contract Administrator before implementation.

Quality Control Manager: The position in Contractor’s organization that is familiar with the requirements of this contract, able to make sure all contract specifications are met and have full authority to act for the Contractor at all times to carry out the provisions of this contract.

Recyclables: Any material that retains useful properties that can be reclaimed after the production or consumption process, including cardboard, paper, plastics and metal containers.

Semi-annual: Two (2) times per year.

Semi-monthly: Two (2) times per month.

Services: All work specified to be performed by Contractor pursuant to these contract documents, includes services performed, workmanship, and material furnished or utilized in the performance of services.

Slip Resistance: A measurement of a floor film's coefficient of friction that provides a safe walking surface. Slip resistance is evaluated according to American Society of Testing and Materials (ASTM) methods. A coefficient of friction reading of 0.5 indicates a safe floor film.

Specifications: This document and its sections, attachments and exhibits, all inclusive, regardless of whether the word specification is used in the section title or not. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

Special Floor Surfaces: Treatment and care of special floor surfaces shall be dealt with in accordance with manufacturers specifications. New buildings, such as libraries, are utilizing custom designed flooring installations utilizing materials that may require special care to prevent damage. Contractor should take care to investigate the special requirements for floor care that may be necessary in such instances before applying treatment.

Spinning Bonnet: See Technical Specification Section.

Spot Cleaning: See Technical Specifications Section.

Spots: A non-uniform film or coating that is visible to various degrees depending on the angle of view.

Spray Buffing: See Technical Specifications Section.

Streaks: A non-uniform film or coating that is visible to various degrees depending on the angle of view. It is usually associated either by the use of dirty cleaning equipment or inadequate rinsing of cleaning products from the surfaces on which they are used.

Stripping/Sealing/Refinishing: See Technical Specifications Section.

Supervisor: The position in Contractor's organization that reports directly to the Project Manager to manage the day to day activities of the Contract.

Sweeping: See Technical Specifications Section.

Trash: Debris, litter and any item(s) or material left in the area.

Vacuuming: See Technical Specifications Section.

VCT: Vinyl Composition Tile.

VOC: Volatile Organic Compounds.

6. ***Basic Services*:**

Areas within the above-described locations will require basic and detailed cleaning, cleaning frequencies, and specific activities.

Contractor will furnish all management, supervision, labor, equipment, tools, transportation, materials, supplies, and other incidentals as required to implement this contract. Special cleaning projects such as carpet cleaning, carpet extraction, floor stripping and waxing, tile scrubbing, and window cleaning will be scheduled in advance.

Contractor shall not use steel wool, powdered cleansers, brushes, dusters, rags or waste materials, which leave dust, nor any material containing silicon on or around electronic equipment.

Certain basic service tasks may be scheduled for performance during hours other than above, as approved by the Contract Administrator. Contractor will develop and provide service plans and schedules to cover all work to be performed for review and approval by Contract Administrator during Contractor's Phase-In.

Village reserves the right to designate specific cleaning times for those building areas whose occupants require janitorial services be performed during a given time period. At any time during the term of the contract, Contract Administrator may give written notice of a change, addition, or deletion of the cleaning times specified. Upon notification, Contractor will adjust its service plans and schedules accordingly, and submit a revised schedule to the Contract Administrator within five (5) calendar days.

Because of the high volume of workers and visitors utilizing the facilities, quality services are required to maintain a first class working environment at all times.

Electronic equipment is very sensitive and must not be moved, bumped, jarred, or tampered with. Contractor shall not move or jar computers, and/ or data processing equipment and accessories.

Immediately upon execution of the contract, the Contract Administrator will hold sessions with the Contractor's Project Manager and pertinent Village Staff to develop smooth transition strategies to include:

- Areas of service.
- Equipment inventory and distribution.
- Materials and supplies inventory plan.
- Quality control programs.
- Service plans and schedules.

7. ***Scheduling of Work*:**

Prior to the commencement of any work, the Contractor will confer with the Contract Administrator to assure that the scheduling of activities in conjunction with Village and tenant operations is fully understood.

All work will be scheduled so as to avoid delays to Village operations. The Project Manager will coordinate the schedule with the Contract Administrator with regard to any operation which will necessitate temporary interruptions to Village operations.

The Contractor will not commence non-routine work in any area until:

- The proposed work has been previously coordinated with and approved by the Contract Administrator, and;

- Any and all required security and safety measures and temporary markings are in place.

Scheduled Services Requirements: Service is required as stated in this contract. However, the Contractor may be requested to perform project work, at no additional cost to the Village, at a time when facilities are not being used. Special services may be performed weekends and/or holidays as requested by the Contract Administrator. Contract Administrator and Contractor shall mutually attempt to agree on a time and day to minimize inconvenience.

The agreed upon schedule may be changed to meet the operational needs of the Village. Hours must adapt to comply with any security standards.

Contractor must provide a schedule for annual air quality cleaning to the Contract Administrator during the first month of the contract. The schedule must fully comply with air quality specifications. When the Contract

Administrator approves the schedule, the area(s) must be completed within a consecutive thirty (30) day period.

Contractor must coordinate scheduling of the air quality cleaning with the Contract Administrator. Contractor must provide the Contract Administrator with a letter of completion when air quality cleaning is completed. Air quality cleaning schedule for subsequent years must be submitted for approval ninety (90) days, prior to the end of each contract year.

Contractor, when requested by the Contract Administrator, shall perform additional scheduled cleaning related services at the unit cost quoted on the Proposal Form.

All daily, weekly, and monthly cleaning and/or maintenance tasks listed herein are considered part of the basic services covered by this proposal.

A call out to replenish an out-of-stock condition caused by lack of adequate supplies on site is considered part of basic services, and will not be considered "additional services" or qualify for additional compensation.

"As Needed/Special Assignments" include, special cleaning related projects. Contractor may be required to assign some employees to special assignments. Tasks are to be provided upon request as required and are not to be considered part of the monthly or annual fixed costs for this contract. Contractor has provided fixed unit prices as identified in the Proposal Form for these additional services as part of this contract.

When a need is identified, the Contract Administrator may request Contractor to submit a proposal for Additional Services. Proposal will use the unit prices provided in the contract. These services will not be performed without the Contract Administrator’s approval of each proposal. Upon acceptance of the Additional Scheduled Services proposal, the proposal may be converted to a firm, fixed price project and a purchase order will be issued for the project.

The Village reserves the right to add locations to this contract as these additional locations may be acquired. Locations to be added may include, but are not limited to, expansions or additions to existing facilities and acquisition or construction of new properties. In the event that the Village makes significant structural changes to an existing facility that impacts Contractor's cost in providing the janitorial service anticipated by this contract such change may be treated as a new facility and the procedures provided for in this section may be followed in determining an appropriate price.

Calculating the cost per square foot for the existing service and applying it to the areas subject to adjustment may be used to determine incremental adjustments in cost due to expansions or contractions of existing facilities. In the event the areas added or subtracted are not comparable in service needs to the existing areas covered under the contract, an appropriate adjustment may be made with the recommendation of the Contract Administrator and approval of the Village Manager.

In the event the Village wishes to add other locations under the Contract, a quotation may be solicited from the Contractor in good standing for the new location.

Pricing will be negotiated by the Contract Administrator, based upon pricing in the contract for a location with similar requirements. If the Village is not satisfied with the results of the negotiation, the Village may solicit proposals from other contractors.

In the event services or other basic scheduled services are added or deleted, the appropriate unit labor prices used for additional scheduled services may be utilized for the adjustment.

In the event the Village shall sell, vacate, abandon, terminate or otherwise dispose of or no longer require the Contractor to provide janitorial services for a location to which this contract applies, the appropriate unit labor prices used for additional scheduled services may be utilized for the deductive adjustment.

Contractor must be available to perform emergency cleaning services on a twenty-four (24) hours a day, seven (7)

days a week basis and respond, when requested by the Contract Administrator. Types of emergency services that may be requested include, but not limited to spills, flooding, overflows and other potential safety and health hazards requiring an immediate response.

The Contractor shall designee an on-call employee for emergencies.

- If on site, Contractor's employee must respond by phone within fifteen (15) minutes and must report to the area of the emergency within thirty (30) minutes.
- If off site, Contractor's employee must respond by phone within thirty (30) minutes and must report to the facility within in sixty (60) minutes.
- Repeated failure for the Contractor to adhere to these response times may be cause to terminate the contract.

An immediate assessment of the problem encountered must be communicated to the Contract Administrator within one-half (½) hour of arrival at the job site. If immediate service is not possible, an accurate projection of expected completion time must be relayed to the Contract Administrator.

Once the emergency service estimate has been approved by the Contract Administrator, the service must be initiated within a maximum mobilization time, on site, of two (2) hours. Any exceptions to this requirement must be approved by the Contract Administrator.

In the event the emergency service takes more than twenty-four (24) hours to complete, a daily progress report from Contractor will be required. Status calls should be made to the Contract Administrator to inform them of an expected completion time updated with each report.

If the job completion extends beyond forty-eight (48) hours without the Contract Administrator's approval, the Village reserves the right to discharge the Contractor and award the emergency service to another vendor.

In the event of a major emergency and at the sole determination of the Contract Administrator or his designee, Contractor may be requested to assist in a clean-up operation when an additional outside contractor has been engaged by the Village to provide related services.

8. ***Technical Specifications*:**

Blinds and Shades

- Clean blinds and shades, including tapes and cords, to remove all dust, stains, soil, and smudges. Do not stain tapes or cords during cleaning.
- Replace blinds removed for cleaning immediately. Do not allow blinds to remain down for more than 24 hours.
- The blinds, tapes and cords will be free of dust, stains, soil and smudges upon completion of cleaning blinds.

Building Surfaces

- Clean building surfaces using clean damp cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces.
- Clean exterior building surfaces using hoses or pressure washers to remove adhered soil.

Carpet Floors

- Clean carpet, walk-off carpet, rugs, runners, mats and entryway systems per manufacturer's specifications.

- Dry Compound Method

  - Removing carpet stains using dry compound equipment and supplies (i.e. Whittaker, Millicare, or Host carpet systems) may be used as an interim method for cleaning carpets. Various commercial dry compound systems are available and may be used for interim or maintenance cleaning if system manufacturer's procedures are followed.
- Edging

  - The process of using a backpack vacuum or the tools on an upright vacuum to remove dust, loose dirt and lint from carpet where if meets baseboards, furniture, walls or any other objects sitting on the carpet floors that cannot be easily moved.

- Hot Water Extraction

  - The process of using hot water extraction equipment to remove any undesired substance covered by this contract from carpet floors.

  - Remove any items from the carpet floor being cleaned that can be removed.

  - Spot clean to remove any gum.

  - After allowing sufficient drying time, vacuum the carpet floor following a pattern that will give the carpet pile a uniform appearance.

  - Return any items that were removed from the carpet floor being cleaned.

  - Carpet floors will be free of litter, paper clips, staples, soil streaks, stains, spots and embedded dirt.

  - Certain carpet floors will require extraction more frequently than others due to different soiling rates.

Spot Cleaning

  - The process of using hand tools or extraction equipment and the appropriate cleaning product to remove adhered soil from a small area of carpet floor.

  - Carpet floor will be substantially free of cleaning marks upon completion of spot cleaning without leaving a noticeable color differential from surrounding area.

  - Contractor will spot clean carpet floors as they are encountered and will not wait for the Contract Administrator to point them out.

Ceilings

  - Use cleaning agents that will be safe for use on ceiling vents, light fixtures, grids, and other ceiling fixtures.

  - Notify the Village of any ceiling tiles and/or vents that need to be replaced.

Cleaning, General

- The process of removing any undesired substance covered by this contract from the building surfaces on which they are found.
- Clean, sanitize, and polish building surfaces within designated facilities.
- Employ appropriate cleaning techniques and use commercial-grade products and equipment to ensure a first-class professionally maintained appearance.
- Use germicidal detergent in restrooms, locker rooms, food areas, and drinking fountains.
- All surfaces will be free from soil, smudges, fingerprints, gum, marks, or streaks upon completion of general cleaning.
- General cleaning is not spot cleaning; rather it is the cleaning of total surface areas within a building.

Counters and Tables

- Polish the fronts and tops of all counters with a non-abrasive product.
- Particular attention should be paid to court-rooms, libraries and other regularly used tables and other high visibility areas.
- In addition, the furnishings in all reception areas should be monitored frequently because these are high traffic areas.

Damp Wiping

- The process of using a cloth moistened with the appropriate cleaning product to make building surfaces free of any undesired substance covered by this contract.

Disinfecting

- The process of applying a product that kills tuberculosis, hepatitis, HIV and other infectious organisms within an established period of time.
- All potential risk surfaces shall be cleaned using an EPA registered disinfectant spray for restrooms and other potential contaminated surfaces.
- Village will ensure that signage is posted in all Village restrooms with the message to thoroughly wash your hands.

Dispensers

- Clean and disinfect the towel, toilet paper, toilet seat covers and soap dispensers.
- Upon completion of cleaning and filling dispensers, all dispenser surfaces will be clean, free of all soil and streaks, disinfected with germicidal detergent.

Drinking Fountains

- Remove all soil, mineral deposits, streaks, and smudges from the drinking fountains and cabinets by damp wiping or hand scrubbing.

- Disinfect all surfaces including the orifice and drain.
- Remove soil and dust from air vents.
- The entire drinking fountain will be clean, disinfected, and free of any soil, mineral deposits, streaks, detergent residue, and debris upon completion of cleaning drinking fountains.

Dusting

- The process of removing dust, loose dirt, lint and cob webs from building surfaces in the appropriate manner to make sure the substance being removed does not become air borne.
- Contractor shall accomplish dusting by using treated dust cloths, treated dust tools, damp sponges, vacuums/backpack vacuums with crevice tools, brush attachments and all wall attachments.

➢ Dusting, High

- Dusting building surfaces above the general level of a desk or counter top up to approximately 8 feet in height that can be reached from a short ladder or stool.
- All building surfaces in this defined area will be uniformly clean, free of dust, loose dirt, lint and cobwebs upon completion of dusting.

➢ Dusting, Low

- Dusting building surfaces from and including the general level of a desk or counter top down to floor height.
- All building surfaces in this defined area will be uniformly clean, free of dust, loose dirt, lint and cobwebs upon completion of dusting.
- This may require movement of furniture to reach areas under and behind furniture to include baseboards, furniture legs, etc.
- Do not disturb paperwork or personal items on top of desks, work stations or other horizontal building surfaces.

➢ Dusting, Overhead

- Dusting building surfaces above the general level of 8 feet in height up to and including the ceiling that are visible from the floor surface below or adjacent floor levels, balconies, stairs, etc.
- All building surfaces in this defined area will be uniformly clean, free of dust, loose dirt, lint and cobwebs upon completion of dusting.
- Use caution when cleaning delicate structures.
- Contractor is responsible to provide the equipment, such as large ladders, scaffolding or lifts, needed to complete this task.

Furniture

- Remove all soil and dust from office desks, chairs, file cabinets, tables, stands, directories, and other furnishings. (Wood doors will also be considered furniture for this contract).
- Clean and polish wood furniture with a wood polish, using no water or detergents.

- Vacuum all cloth-upholstered furniture, including under and between cushions.
- Clean upholstered furniture with an approved spot cleaner and detergent to remove soil that cannot be removed by vacuuming.
- Clean synthetic-covered furniture with vinyl cleaner.
- All surfaces of furniture and fixtures will be free of dust, soil smears, smudges, streaks, stains, and excess polish upon completion of cleaning furniture and fixtures.

➢ Furniture, Upholstered

- Use a hot water extractor to remove stains.
- Apply a soil retardant to the fabric portions of seats. Pre-test the compatibility of chemicals with the fabric by applying a small amount to a detached swatch of the material, if available, or to a small, inconspicuous part of the fabric on the furniture.
- All brushing and vacuuming, both before and after extracting shall be repeated until there is no longer evidence of soil and chemical residue in the fabric.
- Any areas of the fabric which are inaccessible to the equipment shall be cleaned with solution from the machine and manual scrub.
- Non-fabric parts of the furniture are to be wiped with neutral detergent and a clean cloth or sponge to remove shampoo residue and dry soil.

Glass, Mirrors and Windows Cleaning

- Glass surfaces include windows and mirrors, all display cases and cabinets, building directory board enclosures, picture frame enclosures, and glass panels within or adjacent to interior and exterior doors.
- Glass and mirrors will be without streaks, film smudges, deposits, and stains and be uniformly bright in appearance.
- Adjacent surfaces will be wiped clean.
- Frames, casings, sills, and ledges will be free of soil, dirt, tape, tape residue, smudges, or splash marks. Splashed glass cleaner, drip marks, and all other types of soil streaks will be removed from all adjacent surfaces such as walls, frames, casing, and trim.

Gum Removal

- Gum shall be removed from floors, carpet, sidewalks or any other surfaces daily with an EPA approved gum removal solvent and a putty knife or another acceptable method approved by Village. Use caution not to damage delicate building surfaces.

Hard Floors

- Burnishing - The process of using a floor machine and pad to maintain a hard floor's appearance.

- The process combines high speeds with a rougher floor pad texture resulting in a smooth surface that provides maximum gloss. It is not a cleaning method. It restores gloss, removes scratches, and helps maintain a smooth glossy surface. Routine recoating is a must with burnishing in order to maintain an adequate base and substrate protection. Equipment speed - High Speed 1,500 - 2,000 RPM, Ultra High Speed 2,000 - 3,000 RPM.

- Burnishing is a dry method of polishing a hard floor that uses a combination of heat and abrasion to give the "wet look".

Grout Cleaning

- Dry sweep or vacuum area to remove any loose debris.

- Pre-treat the tile and grout with a non-toxic, biodegradable cleaning solution to help emulsify the soils embedded in the grout and on the surface of the tile. Let this solution dwell for 10 – 15 minutes.

- Agitate the solution into the grout lines and on the surface of the tile with a floor machine or deck brush.

- If stains remain, hand scrubbing and potentially more cleaning solution, should be used to remove the stain.

- Clean and extract any built up soils, grease and mildew from the pores of the tile and grout.

Machine Scrubbing

- The process of using a floor machine to clean floor surfaces that cannot be removed through wet mopping.

- Machine scrub floors using a neutral cleaner by operating a floor machine design for scrubbing the floor type and areas that can be reached by moving furnishings; manually scrub areas that are inaccessible with the machine.

- Do not leave water or scrubbing solution on the floors longer than necessary to complete the cleaning.

- Remove all splash marks on baseboard, furniture and other such surfaces.

- All floor surfaces and grout will be free of soiling, marks, stains, and free of chemical residue.

Mopping

- The process of removing adhered soil from hard floors.

- The entire floor surface, including in corners and around wall projections, will be clean and free of all soil, streaks, footprints, and spots.

Scrubbing and Recoating

- A process, short of stripping, used to restore floors when they become embedded with soil and have excessive scuffs, scratches and marks and then applying successive coats of floor finish to provide improved appearance and protection.

- The entire floor will have a uniform finish and a uniform, glossy appearance, be free of scuffmarks, heel marks and stains after upon completion.

Spray Buffing

- The process of using a floor machine, pad and spray-buffing product to maintain a hard floor's appearance, cleanliness and extend the life of the finish.
- The process combines lower speeds with a rough floor pad texture to clean and shine the floor. It may assist in removing surface scratches, but will not restore a high, wet-look shine like burnishing will. Equipment speed 175 - 300 RPM.
- Buff until glossy and not tacky.
- Repeat same spray buffing operation for additional small areas until entire floor has the desired appearance.
- The entire floor will have a uniform coating of floor finish and a uniform, glossy appearance, be free of scuffmarks, heel marks and stains after upon completion.

Stripping/Sealing/Finishing

- The process of completely removing all old finish from the floor surface and surrounding baseboards and then applying new coats of floor finish.
- Stripping also includes the complete removal of all marks, scuffs, and stains.
- The application of excessive amounts of finish will be avoided and excessive buildup of finish is not permitted.
- Sufficient finish will be used to fully protect the floor surface and present a uniform luster and neat, well-kept appearance.
- Use a liquid non-slip water emulsion type floor finish on all floor coverings cleaned according to specifications.
- Non-slip properties of the floor finish are especially important in public corridors, tenant spaces, and stairwells.
- The entire floor will have a uniform finish and a uniform, glossy appearance, be free of streak, swirls, scuffmarks, heel marks and stains after upon completion.

Sweeping

- The process of removing dust, loose dirt, lint and debris from hard floors.
- The process can be accomplished with a broom or dust mop.

Metal Cleaning and Polishing

- Remove all tarnish, clean and polish all bright metal building surfaces.
- Apply metal polish by cloth to surfaces being cleaned or polished.
- All metal surfaces will be free of dust, soil, smears, tarnish, smudges, streaks, stains, and excess polish; and be clean and bright upon completion of polishing metal. Remove metal cleaner quickly from adjacent surfaces.

Plumbing Fixtures

- Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without dust, streaks, film odor and/or stain.

Policing

- To make neat and orderly. This will include but not be limited to removing visible loose dirt, trash and debris; empty trash and recycling containers; refill restroom paper product and soap dispenser; as well as clean up spills; and take appropriate action to abate potential safety hazards.

Recyclables

- Clear trash liners are used for all areas.
- Empty and return all recycling containers of any type and size to their original positions.
- Remove bulky items such as rolls of plans or cardboard boxes that are placed by recycling containers and clearly marked for disposal.
- Clean spills and foreign substances from all surfaces of the recycling container.

Reducing Airborne Dust

- Dust with a vacuum cleaner equipped with non-conductive type nozzles and brushes in areas where airborne dust cannot be tolerated, such as computer rooms, clean rooms, data processing rooms, electronics rooms, telephone equipment rooms and other areas containing precision equipment.

Sinks, Toilets and Urinals

- Clean and disinfect the washbasins and sinks to be free from streaks, stains, scale, scum, soap deposits, and odors.
- Plumbing pipes above and below counters, fixtures, faucets, and metal ware will be clean and bright and free of dirt, dust and deposits.
- To clean bright metal finishes in the restrooms use soft cloth towels only, there will be absolutely no use of paper towels or scrubbing pads to clean metal finishes such as faucets, flush valves or soap dispensers.

Sink, Toilets and Urinals – Descaling

- For daily cleaning, use a non-acid-type bowl cleaners (the lowest quantity required to be effective) and nylon bowl mops to remove scale, scum, mineral deposits, rust stains, etc. from the inside of toilet bowls and urinals.
- Any damage to surface finishes caused by Contractor or its employees shall be replaced or repaired at Contractor's expense.

Spot Cleaning

- Spot clean is cleaning a smaller surface area within a total surface area and is to be free of all stains and deposits.
- Surfaces will be substantially free of cleaning marks upon completion of spot cleaning without leaving a noticeable color differential from surrounding area.

Telephones

- Dust and damp wipe with a non-toxic, non-irritating solution.
- Handset containing the ear and mouth pieces shall be wiped with a clean cloth dampened with a non-toxic, non-irritating germicidal solution.

Trash

- Clear trash liners are used for all areas.
- Empty and return all trash containers of any type and size to their original positions.
- Remove bulky items such as rolls of plans or cardboard boxes that are placed by trash containers and clearly marked as trash.
- Clean spills and foreign substances from all surfaces of the trash container.
- Replace plastic bag liners in all trash containers after each servicing.
- Clean up any spill or litter generated by Contractor work operations.
- A clean, new trash can liner will be placed in the container; and all trash will be placed into the designated dumpster upon completion of trash removal.
- Empty and wipe all wastebaskets and outside ashtrays with a chemically treated or damp cloth. If wastebaskets become unduly soiled, they must be washed.
- Contractor shall furnish plastic liners for trash containers.

Vacuuming

- The process of using an upright vacuum to remove any loose, substance covered by this contract from carpet floors.
- The carpet floors will be free of all detectable dust, soil, embedded grit and litter.

9. ***Frequency and Procedures for Cleaning*:**

All frequencies listed below are considered to be minimum service levels. If increased frequencies are needed to meet the performance standards the increased frequency will be provided at no additional cost to the Village.

Tasks are to be performed per the Definitions and Technical Specifications Sections to comply with the Performance Standards Section.

If there is a discrepancy in minimum frequencies for a task listed below, the more frequent requirement is to prevail as the minimum service level.

Minimum (Min.) Frequencies, Alphabetically By Task

Table 1: Tasks

	Task	Building Surface	Building Area	Min. Frequency
1	Burnishing	Hard Floors	All	Quarterly
2	Damp/Wet Wiping	A/C grates	All	Monthly
3	Damp/Wet Wiping	Blinds and Shades	All	Monthly
4	Damp/Wet Wiping	Bright Metal	Restrooms, Food Prep Areas, Elevators	Daily
5	Damp/Wet Wiping	Bright Metal	Other Building Surfaces	Daily, as Needed
6	Damp/Wet Wiping	Debris Receptacles	All	Daily
7	Damp/Wet Wiping	Dispensers	All	Daily
8	Damp/Wet Wiping	Doors Interior & Exterior	All	Weekly
9	Damp/Wet Wiping	Furniture	All	Daily, as Needed
10	Damp/Wet Wiping	Glass/Windows	Entrance/Service Windows	Daily
11	Damp/Wet Wiping	Windows, Interior	Interior Side	Weekly
12	Damp/Wet Wiping	Mirrors	Restrooms	Daily
13	Damp/Wet Wiping	Mirrors	Others	Daily as Needed
14	Damp/Wet Wiping	Other Building Surfaces	All	Daily as Needed
15	Damp/Wet Wiping	Sinks/Toilets/Urinals	All	Daily
16	Descaling	Sinks/Toilets/Urinals	All	Daily
17	Disinfecting	Sinks/Countertops	All	Daily
18	Disinfecting	Sinks/Toilets/Urinals	Restrooms	Daily
19	Disinfecting	Water Fountains	All	Daily
20	Disinfecting	Other Building Surfaces	All Other Areas	Daily, as Needed
21	Dry Compound Method	Carpet Floors	All	Daily, as Needed
22	Dusting, High	Building Surfaces	All	Weekly

23	Dusting, Low	Building Surfaces	All	Weekly
24	Dusting, Overhead	Building Surfaces	All	Monthly
25	Edging	Carpet Floors	All	Weekly
26	Filling	Dispensers/Urinal Screens	All	Daily
27	Filling	Floor Drains	All	Weekly
28	Grout Cleaning	Hard Floors	All	Requested Additional Service
29	Gum Removal	Building Surfaces	All	Daily, as Needed
30	Hand Scrubbing	Drinking Fountains	All	Daily
31	Hand Scrubbing	Floor Drains	All	Weekly
32	Hand Scrubbing	Sinks/Toilets/Urinals	All	Daily
33	Hand Scrubbing	Other Building Surfaces	All Other Areas	Daily, as Needed
34	Hot Water Extraction	Carpet Floors	All	Requested Additional Service
35	Machine Scrubbing	Hard Floors	All	Requested Additional Service
36	Mopping	Hard Floors	All	Daily
37	Policing	Building Surfaces	All	Daily
38	Processing Recyclables	Debris Receptacles	All	Daily
39	Processing Trash	Debris Receptacles	All	Daily
40	Sanitizing	Carpet Floors	All	Daily, as Needed
41	Slip Resistant	Hard Floors	All	Following Machine Scrubbing
42	Spot Cleaning	Carpet Floors	All	Daily
43	Spot Cleaning	Other Building Surfaces	All Other Areas	Daily, as Needed
44	Spot Cleaning	Upholstery	All	Daily, as Needed
45	Spray Buffing	Hard Floors	All	Weekly
46	Standing Water Removal	Hard Floors	All	Daily, as Needed
47	Steam cleaning	Showers	All	Monthly
48	Sweeping	Hard Floors	All	Daily
49	Vacuuming	Carpet Floors	All	Daily
50	Vacuuming	Upholstery	All	Daily, as Needed

Specific Service Notes

The following key maintenance items are important tasks that must be performed as part of the contract requirements. Other cleaning tasks listed elsewhere are to be performed on their regular maintenance schedule or as requested. These items are listed by property.

North Palm Beach Country Club is the #1 rated municipal golf course in the state of Florida. It is also the #20 municipal golf course in the United States. The upkeep and appearance of this facility is crucial to maintaining its ranking and prestige. Attention to detail at this facility is paramount.

1. **Country Club**, 951 US Highway One
a. Golf shop exterior windows shall be cleaned monthly.
b. Toilet paper throughout this facility shall be a premium-style, multi-ply soft paper.
c. Urinal splash guards shall be used.
d. Shampoo, body wash and conditioner in showers shall be checked daily.
e. Tile grout (floors/walls) in locker rooms will be steam cleaned three (3) times per year. (Oct, Feb, Jun)

2. **Library**, 303 Anchorage Drive
a. Stairs and Lobby tiles/grout must be cleaned three (3) times per year.
b. Weekend cleaning shall be done Sunday afternoon/evenings in preparation for the new work week.

3. **Anchorage Park Outdoor Restrooms**, 603 Anchorage Drive
a. Anchorage Park restrooms are open 24/7. They may be cleaned at any time.
b. Restroom floors shall be steam cleaned three (3) times per year.
c. Basic toilet blockages are to be plunged by cleaning staff. If this is not effective Village staff will address the blockage.

4. **Village Hall** 501 US Highway One
a. Toilet paper throughout this facility shall be a premium-style, multi-ply soft paper.
b. Restroom floors shall be steam cleaned three (3) times per year.

5. **Community Center Outdoor Restrooms**, 1200 Prosperity Farms Road
a. All outdoor restrooms close at 9PM and are to be locked by cleaning staff.
b. Restroom floors shall be steam cleaned three (3) times per year.
c. Basic toilet blockages are to be plunged by cleaning staff. If this is not effective Village staff will address the blockage.

6. **All Facilities**
a. All steel drinking fountains, paper towel dispensers, soap dispensers and such, shall be cleaned monthly with a Scotch-brite style pad or fine steel wool. Rust, soap residue and other surface contaminants are to be removed.

9. (A) Additional requested specialty services which shall be performed on a scheduled basis

Village Hall

51	Hot Water Extraction Carpet Cleaning	1 x per year
52	Clean Exterior Windows	4 x per year

Library

53	Hot Water Extraction Carpet Cleaning	3 x per year
54	Stripping/Sealing/Refinishing hard floor	3 x per year
55	Clean Exterior windows	4 x per year

Anchorage Park

56	Stripping/Sealing/Refinishing hard floor	3 x per year

Community Development

57	Machine Scrubbing hard floor	3 x per year

Community Center

58	Machine Scrubbing hard floor	2 x per year
59	Grout Cleaning Tile Floor	2 x per year
60	Clean Exterior Windows	4 x per year

Osborne Park

61	Stripping/Sealing/Refinishing hard floor	3 x per year

Public Safety

62	Hot Water Extraction Carpet Cleaning	2 x per year
63	Grout Tile Floor	2 x per year
64	Stripping/Sealing/Refinishing Hard Floor	2 x per year
65	Clean Exterior Windows	4 x per year

Public Works

66	Hot Water Extraction Carpet Cleaning	2 x per year
67	Grout Cleaning Tile Floor	2 x per year
68	Stripping/Sealing/Refinishing Hard Floor	2 x per year

69	Clean exterior Windows	4 x per year

Tennis Pro Shop

70	Hot Water Extraction Carpet Cleaning	3 x per year (Oct., Feb. June)
71	Grout Cleaning Tile Floor	2 x per year
72	Clean Exterior windows & glass doors	Monthly

Country Club Locker Rooms

73	Grout Cleaning Tile Floor	3 x per year (Oct., Feb., June)

Golf Pro-Shop

74	Hot Water Extraction Carpet Cleaning	3 x per year TBD
75	Grout Cleaning Tile Floor Restroom	3 x per year
76	Clean Exterior Windows and Glass Doors	MONTHLY

Admin. Offices 2nd Floor

77	Hot Water Extraction Carpet Cleaning Conference Room and (2) Admin Offices	3 x per year (Oct., Feb. June)
78	Grout Cleaning Tile Floor	3 x per year
79	Clean exterior windows & glass doors, Admin offices, lobby, and conference room	MONTHLY

Country Club Pool Locker Rooms

80	Grout Cleaning Tile Floor (including showers)	3 x per year (Oct., Feb., June)

10. ***Performance Standards*:**

This contract is a performance-based agreement. Contractor is required to provide all services and supplies of sufficient quantity and quality to achieve the quality performance standards prescribed in the specifications herein at the prices stated in the Proposal Form. Specific tasks and the frequency of their performance are proposed in the Frequency and Procedures for Cleaning Section. These frequencies are proposed as the minimum requirements to achieve the performance desired. In preparing its price proposal, the Contractor is required to use its professional experience and best judgment to determine the actual quantities of labor and materials required to meet the performance specifications found in this contract. Due to conditions found at particular locations, Contractor may need to increase the frequency of the tasks in order to keep the facilities neat and clean in accordance with the performance standards stated herein. Any increase in labor and materials that may be required to meet the performance specifications shall be at no additional cost to the Village.

The Contract Administrator will evaluate the Contractor's performance based on whether or not Contractor achieves the minimum performance standards listed below by tasks and surfaces/components. If a building surface/component does not comply with the listed performance standard, it will be counted as a discrepancy associated with the task that is needed to correct it.

Performance Standards			
Facility Areas			
	Task	Surface	Standard
1	Burnishing	Hard Floors	Absence of scratches, scuff marks, worn areas and dull areas. The presence of a "like new" appearance.
2	Damp/Wet Wiping	Blinds and Shades	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques.
3	Damp/Wet Wiping	Bright Metal	Absence of marks, streaks, spots, stains from all stainless steel, chrome, brass and other bright metal surfaces. All work shall be polished to a dry sheen.
4	Damp/Wet Wiping	Debris Receptacles	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques. Absence of soil, litter, dust, incrustation and odors and shall be cleaned as needed.
5	Damp/Wet Wiping	Dispensers	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques.
6	Damp/Wet Wiping	Furniture	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques. All work shall be polished to a dry sheen.
7	Damp/Wet Wiping	Glass/Mirrors/Windows	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques.
8	Damp/Wet Wiping	Other Building Surfaces	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques. If appropriate, work shall be polished to a dry sheen.
9	Damp/Wet Wiping	Sinks/Toilets/Urinals	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate damp or wet cleaning techniques. Absence of streaks, soil, other residue or latent
10	Descaling	Sinks/Toilets/Urinals	The absence of any stains, bacteria growth, spore formations and grime that can be eliminated by the appropriate wet, hand scrubbing techniques.
11	Disinfecting	Building Surfaces	The absence of infectious organisms, which is achieved by applying a product that kills them.
12	Dry Compound Method	Carpet Floors	Absence of stains and other adhered in-fiber accumulation.
13	Dusting	High	Absence of loose dust, dirt, lint or spider webs on any surface of any item above the general level of a desk or counter top up to approximately 8 feet in height that can be reached from a short ladder or stool.

14	Dusting	Low	Absence of loose dust, dirt, lint, spider webs or liter on any surface of any item from and including the general level of a desk or counter top down to floor height.
15	Dusting	Overhead	The absence of loose dust, dirt, lint or spider webs on any surface of any item above 8 feet in height.
16	Edging	Carpet Floors	Absence of dust, lint and other loose in-fiber accumulation.
17	Filling	Dispensers/Urinal Screens	Presence of sufficient product to last until next scheduled service.
18	Filling	Floor Drains	Presence at all times of a germicidal solution to fill the drain trap and prevent the escape of sewer gas.
19	Grout Cleaning	Hard Floors	Absence of any soil, wax or other undesirable adhered build-up which can be eliminated by appropriate heavy duty, cycle or project cleaning techniques.
20	Gum Removal	Building Surfaces	Absence of chewing gum and other similar substances from floors, carpet, sidewalks, stairwells or any other surfaces.
21	Hand Scrubbing	Drinking Fountains	Absence of any stains, bacteria growth, spore formations and grime that can be eliminated by the appropriate wet, hand scrubbing techniques.
22	Hand Scrubbing	Floor Drains	Absence of any stains, bacteria growth, spore formations and grime on surfaces that can be eliminated by appropriate hand scrubbing techniques.
23	Hand Scrubbing	Other Building Surfaces	Absence of any stains, bacteria growth, spore formations and grime on surfaces that can be eliminated by appropriate hand scrubbing techniques.
24	Hand Scrubbing	Sinks/Toilets/urinals	The absence of any stains, bacteria growth, spore formations and grime that can be eliminated by the appropriate wet, hand scrubbing techniques.
25	Hot Water Extraction	Carpet Floors	Absence of stains and other adhered in-fiber accumulation.
26	Encrustation/Build-Up Removal	Hard Floors	Absence of any soil, wax or other undesirable adhered build up which can be eliminated by appropriate heavy duty, cycle or project cleaning techniques.
27	Machine Scrubbing	Hard Floors	Absence of tightly adhered dirt build-up.
28	Mopping	Hard Floors	Absence of adhered dirt build-up.
29	Policing	Building Surfaces	Absence of litter or undesirable debris that can be removed by appropriate policing techniques.
30	Processing	Recyclables	Absence of recyclables in the building. Recyclables shall be collected and removed to designated area, which shall be maintained in a neat and tidy condition.

31	Processing	Trash	Absence of trash in the facility. Trash shall be collected and removed to designated area which shall be maintained in neat and tidy condition.
32	Sanitizing	Carpet Floors	Absence of odors in carpeted areas.
33	Scrubbing/Recoating	Hard Floors	Presence of appropriate surface gloss, protection, or reflective capacity in line with “like new” or designated gloss levels without streaks, swirls or debris.
34	Slip Resistant	Hard Floors	Presence of appropriate finishes applied in the appropriate manner to produce a slip resistant surface.
35	Spot Cleaning	Carpet Floors	Absence of stains and other adhered in-fiber accumulation.
36	Spot Cleaning	Other Building Surfaces	Absence of any surface marks, including fingerprints, spills or other undesirable adhered surface residue that can be eliminated by appropriate cleaning techniques.
37	Spot Cleaning	Upholstery	Absence of stains and other adhered in-fiber accumulation and the absence of odors in fabric.
38	Spray Buffing	Hard Floors	Absence of scratches, scuff marks, worn areas and dull areas.
39	Standing Water Removal	Hard Floors	Absence of standing water related to janitorial services.
40	Stripping/Sealing/ Refinishing	Hard Floors	Presence of appropriate surface gloss, protection, or reflective capacity in line with “like new” or designated gloss levels without streaks, swirls or debris.
41	Sweeping	Hard Floors	Absence of loose dust, dirt, lint or spider webs.
42	Vacuuming	Carpet Floors	Absence of dust, lint and other loose in-fiber accumulation.
43	Vacuuming	Elevator Tracks	Absence of dust, lint and other loose accumulation.
44	Vacuuming	Upholstery	Absence of dust, lint and other loose in-fiber accumulation.

45	Contractor floor finish, floor finish remover, floor seal, spray buff solution, detergent, and seals are compatible and/or by the same manufacturer.
46	Contractor chemicals on-site are in original containers and solution and spray bottles are safety containers.
47	Contractor germicidal products bear the Environmental Protection Agency Registration Number and kills the MRSA virus.
48	Contractor labels delicate/fragile items as such, necessary precautionary warning labels are affixed and manufacturer’s

	labels are affixed to containers, solution and spray bottles.
49	Contractor floor finishes, seals, spray buff solutions and other such chemicals applied to hard floors have a .5 ASTM slip coefficient or better.
50	Contractor has functional, safe and clean janitorial equipment.
51	Contractor has functional, safe and clean janitorial storage areas.
52	Contractor has and uses color coded mops, towels, etc. to avoid cross-contamination between restrooms and other areas.
53	Contractor has extra paper and janitorial product quantities on-site that are adequate to prevent depletion of these supplies in the facility before the next routine servicing.
54	Contractor communicates appropriately with the Village.
55	Contractor communications appropriately with its subcontractors.
56	Contractor reports maintenance issues to the Village.
57	Contractor responds to requests for service.
58	Contractor follows sign-in and sign-out procedures.
59	Contractor has and follows its Quality Control Inspection Process.
60	Contractor follows Service Schedules.
61	Contractor maintains a current MSDS/SDS Logbook on-site.
62	Contractor maintains a current Quality Control Inspection Log on-site.
63	Contractor's employees wear uniforms with their company name on them.
64	Contractor's employees wear their issued contractor ID's.
65	Contractor leaves doors locked and unlocked as required.
66	Contractor activates security alarms as applicable.
67	Contractor turns off all lights except those required to be left on.
68	Contractor uses chemicals in the correct method and in the correct areas.

11. ***Compliance with Task Performance Standards*:**

Contractor shall be required to clean each facility subject to this contract to a neat and clean condition satisfactory to the Village and in accordance with the specifications, tasks and standards set forth in the contract. The Contract Administrator will monitor Contractor's performance under this contract using the quality control procedures specified by Village. All questions of Contractor concerning the quality or acceptability of materials used, work performance, the manner of performance and progress meeting the requirements of the contract should be directed to the Contract Administrator.

12. ***Periodic Quality Conformance Evaluation*:**

All work performed under this contract will be inspected on a monthly basis. The inspection frequency may be adjusted as determined by the success the Contractor achieves in meeting the required quality standards for the contract tasks. The Contract Administrator may perform a quality conformance evaluation at any time including if the quality of service appears to deteriorate. The Contract Administrator may consider discrepancy complaints documented from Village staff during the preceding month when determining an inspection rating.

A quality conformance evaluation will be performed for each building covered by the contract on a monthly basis. In situations where there are multiple buildings at one location, like the North Palm Beach Country Club, a separate evaluation will be done for each building.

- All work will be assigned a numerical rating based on a five point scale:

- Inspection Based Rating:

  1. 4.00-5.00 Rating
  2. 3.50-3.99 Rating

3. 3.00-3.49 Ratting
4. 0.00-2.99 Rating

Three (3) consecutive monthly inspections ratings resulting in a rating of 3.0 or below, determined individually or cumulatively, may be deemed by the Village, in the Village's sole discretion, to be an event of default and subject to termination for non-performance under of the contract.

13. ***Grading Format*:**

The Village will inspect and evaluate Contractor's performance in accordance with the frequency schedule described above. Inspections may be more frequent, if necessary, to ensure compliance with contract specifications. The Contract Administrator may consider discrepancy complaints documented from Village staff during the preceding month when determining an inspection rating.

Numerical ratings shall be scored as set forth in the Janitorial Service Contract Compliance Report Rating Scale included within these Specifications.

14. ***Remedies for Non-Performance by Contractor*:**

In the event of non-performance by the Contractor, the following options are available to the Village:

- The Designated Contract Administrator may notify Contractor of nonperformance and allow the Contractor to correct such items of nonperformance within a reasonable amount of time but not to exceed forty-eight (48) hours. The Village shall make no deduction for such items if they are properly corrected.

- If Contractor fails to promptly perform the services within the time specified by the Contract Administrator, not to exceed forty-eight (48) hours, or if the Contractor fails to take the necessary action to ensure future performance is in conformity with contract requirements, the Village, may perform the services (by contract or otherwise) and deduct payment to the Contractor for any cost incurred by the Village related to the performance of such service.

- If the Contractor fails to maintain schedules as approved by the Contract Administrator, or if in the opinion of the Contract Administrator, the Contractor's work methods are not adequate to assure completion of the work per the allotted schedule, the Contract Administrator may direct the Contractor, at no additional cost to the Village, to revise the work schedule and/or use additional personnel to ensure completion of the work in a timely manner. The Contractor will be required to have adequate cleaning and janitorial personnel for each facility.

15. ***Renewal Evaluation*:**

Results achieved by the Contractor on the periodic performance evaluation may be considered by the Contract Administrator when making a recommendation to renew the contract with the Village, or when evaluating the Contractor for consideration for future contracts.

16. ***Village Responsibilities*:**

The administration of this contract is vested in the Contract Administrator. The Contract Administrator shall have complete authority to require Contractor to comply with all provisions of the contract. However, the provisions of this contract shall not be altered, waived or revoked by the Contract Administrator and/or any designee.

The Contract Administrator may request Contractor to remove any employee, if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

One or more employees of the Village may be designated the Contract Administrator to monitor and inspect the performance and progress of the services provided under this contract.

Any failure of the Contractor to comply with the provisions of this contract will be called to the attention of the Contractor by the Contract Administrator or by a Designated Contract Administrator.

A Designated Contract Administrator shall have the authority to suspend the performance of the services until the Contract Administrator can decide any questions at issue.

A Contract Administrator and Designated Contract Administrator shall in no instance have the authority to act as foreman or supervisor for the Contractor and shall not interfere with the Contractor in the supervision or direction of the employees of the Contractor.

Any advice provided to the Contractor by the Designated Contract Administrator or the Contract Administrator shall in no way be construed as amending any provision of this contract, or releasing the Contractor from fulfilling the provisions of this contract.

The Village will make reasonable effort to coordinate the operations and activities of the facilities to attempt to minimize interference with performance by the Contractor as covered by this contract.

The Village will provide the Contractor a reasonable amount of storage space (as determined by the Contract Administrator) to store supplies and equipment used to fulfill the requirements of this contract. Space for on-site storage of supplies is limited. The Contractor must arrange for frequent replenishment of supplies to maintain stocks required. The Contractor agrees to keep storage space areas neat and clean at all times.

The Contractor will be responsible and take all risk of loss, damage or theft of any supplies and equipment stored at each location. The Contractor accepts risk of loss or damage for equipment stored on Village property.

The Village will provide water and electric necessary to perform services required for this contract at no cost to the Contractor.

17. ***Contractor Responsibilities*:**

Performance and Work Hours

Contractor shall perform the work with its own organization and approved subcontractor, if applicable, amounting to not less than one hundred percent (100%) of the contract price. The Contractor will be responsible for the complete and timely performance of all the services under the contract.

The work shall be completed no later than the schedule that is provided by the Contractor.

If the Contractor fails to maintain schedules as approved by the Contract Administrator, or if in the opinion of the Contract Administrator, the Contractor's work methods are not adequate to assure completion of the work per the allotted schedule, the Contract Administrator may direct the Contractor, at no additional cost to the Village, to revise the work schedule and/or the work in a timely manner.

Access

The Contractor shall ensure that under no circumstances shall any of the employees of the Contractor enter or move upon any area not authorized by the Contract Administrator for access by the Contractor.

Accident, Incident and Damage Reporting

The Contractor will immediately notify the Contract Administrator of any accidents or incidents arising from the performance of the contract involving bodily injury to workers, facility occupants, visitors, other persons or any property of the same.

Contractor shall promptly complete any report forms required by the Village describing the incident or accident. The report should include the type of incident and an assessment of any property damage and/or personal injury. The report will be provided to the Contract Administrator within two (2) business days of the incident.

The Contractor shall be responsible for claims resulting from the incident or accident.

The Contractor shall report any observed security violations, including alarm activations for the affected facility as soon as such incident is noticed by the Contractor.

The Contract Administrator will provide information necessary concerning whom to contact and the specific form to utilize when providing written notice.

Attendance

All of the Contractor's employees must document their presence on the job site. The contractor will maintain a log for each employee documenting the arrival and departure of the Contractor's personnel at their respective assigned work areas. **This log will be provided to the Village on a monthly basis.**

Communications and Coordination

The Contractor will provide its key employees cell phones and provide the Contract Administrator with telephone numbers and e-mail addresses for Contractor's personnel responsible for implementing all the requirements of the contract, including weekends and holidays.

The Contractor shall maintain a cellular phone contact number 24-hours a day for emergency service at no cost to the Village.

The Contractor shall also maintain an active e-mail address at all times for electronic communications.

The Contractor shall have communication with Contractor's on site supervisor, either by radio or cellular telephone for immediate contact with Village management personnel.

Day/night porters and lead workers assigned to Village facilities shall be available to be contacted at all times by cell phone or radio by Village representatives.

Conduct Standards

The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

The Contractor's employees will conduct themselves in a safe and orderly manner at all times while on the job site, whether on or off duty.

Fighting, being under the influence of alcohol and/or drugs, bringing and/or consuming alcohol and/or drugs, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on the property (unless approved in writing by the Contract Administrator), and any immoral or otherwise undesirable conduct will not be permitted on the job site. Illegal activity will subject to criminal prosecution.

Damage Responsibility

The Contractor is responsible for the repair of any and all damages resulting from its activities while working on-site including damages caused by incorrect cleaning techniques and items broken during cleaning. If the Contractor is not able or otherwise fails to make such required repairs, the Village will have the right to accomplish these repairs, and deduct the costs from the Contractor's next scheduled payment.

In all instances where any property and/or equipment is damaged by Contractor employees, a full report, including pictures of the incident and extent of such damage, will be submitted in writing to the Contract Administrator within two (2) business days of the occurrence.

The Contractor is responsible for taking the action necessary to protect its supplies, materials, and equipment and the personal property of its employees from loss, damage, or theft.

Delays

Except for defaults of subcontractors at any tier, the Contractor will not be in default because of any failure to perform the contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are acts of God or of the public enemy, acts of the Village in either its sovereign or contractual capacity, fires, floods, strikes, and unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor will not be deemed to be in default, unless –

1. The subcontracted supplies or services were obtainable from other sources;

2. The Village ordered the Contractor to purchase these supplies or services from the other source; and

3. The Contractor failed to comply reasonably with this order.

Upon request of the Contractor, the Contract Administrator will ascertain the facts and extent of the failure. If the Contract Administrator determines that any failure to perform results from one or more of the causes above, the delivery schedule will be revised, subject to the rights of the Village under the termination clause of the contract.

Delivery of Supplies

The Contractor will schedule its own supply deliveries and the supply deliveries of its vendors and subcontractors during times that cause minimum disruption and inconvenience to the Village as approved by the Contract Administrator.

Dismissal of Employees

The Contract Administrator may request the Contractor to immediately remove from the premises any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty, absenteeism, or sleeping on the job.
2. An employee's continued presence is, in the opinion of the Contract Administrator, deemed not to be in the best interest of the Village.
3. Disorderly conduct, use of abusive of offensive language, quarreling, intimidation by words or actions, or fighting.
4. Theft, vandalism, immoral conduct, or any other criminal action.
5. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances, which produce similar effects while on duty.

Energy Conservation

The Contractor shall be directly responsible for instructing employees in utilities conservation practices.

The Contractor shall be responsible for operating under conditions that preclude waste of utilities, which shall include, but shall not necessarily be limited to electricity, water, etc.

Lights in non-public areas shall be used only where and at the time when work is actually being performed.

In situations where energy management systems have automatic shut off lighting, the Contractor may manually turn on the lighting, but it is expected that the lighting be turned off again when leaving the area.

The Contractor's employees will not adjust mechanical equipment, or controls for heating, ventilation, and air conditioning systems, except in cases of emergency to shut off the systems.

Water faucets or valves shall be turned off after the required usage has been accomplished.

Malfunctioning or leaking faucets, toilets, and/or urinals shall be reported to the Contract Administrator as soon as possible. If the issue threatens to cause damage to the facility, the issue is to be reported to the Contract Administrator immediately.

Fire Prevention and Protection

Fire prevention and protection of Village property is essential. The Contractor will be knowledgeable and provide adequate and appropriate training for all employees in the proper method of reporting a fire and evacuating personnel.

Fraud, Waste and Abuse

The Contractor will be responsible for maintaining proper conduct and good discipline within Contractor occupied work areas. Contractor personnel will be encouraged to be alert to and report suspected situations of fraud, waste, and abuse, or other intentionally dishonest conduct.

Holidays

All locations shall be serviced for the number of days in the week as described in Section 5. Should an official holiday fall on one of the regular days for service, the Contractor shall make-up the service day immediately following the holiday or otherwise approved by the Contract Administrator.

Key Control

Public Safety Complex - The Contractor shall adequately secure the keys, key cards, other entry devices and codes provided by the Village. All employees must be fingerprinted, approved, and ready for work at the time of the contract start date.

The Contractor shall establish and implement methods of insuring that all keys issued to the Contractor by the Village are not lost or misplaced, and are not used by unauthorized persons.

When the Contractor enters an unoccupied/unlocked area of a facility to provide services, the Contractor shall lock same before leaving. All exterior doors shall remain locked during the work shift, and shall be checked to ensure security when leaving the secured area of a facility at the end of the work shift.

The Contractor shall maintain a record of the key numbers issued to its employees. The Contractor shall not duplicate and shall not allow such items to be duplicated.

The Contractor shall develop procedures covering key control that will be included in the quality control plan.

Any such item which becomes lost, missing or stolen shall be immediately reported to the Contract Administrators. The Contractor may be required to replace, re-key, or to reimburse the Village for replacement of locks or re-keying as a result of the Contractor losing keys. In the event a master key is lost or duplicated, Village shall replace all locks and keys for that system, and the total cost shall be deducted from the monthly payment due the Contractor.

It is the responsibility of the Contractor to prohibit the use of keys issued by any persons other than the Contractor's employees.

Lost and Found Property

The Contractor shall develop, implement, and maintain adequate procedures to ensure that no contract employee(s) scavenge any items from any Village facilities or properties.

The Contractor and its employees will promptly turn over all property found on Village property to the Contract Administrator.

Any violations or disregard of the rules, regulations, and policies regarding found property may be cause for permanent removal of all individuals involved.

Any Contractor employee who is found hiding or taking from the Village, property items, which are found, shall be immediately removed by the Contractor and the Village may have the individual prosecuted.

Needed Repairs

The Contractor shall promptly notify the Contract Administrator, or his/her designated representative, of needed repairs and/or damage to soap, paper towel, and other rest room dispensers, as well as other damaged or malfunctioning fixtures and building appurtenances which are observed during the performance of services.

Observation by the Contractor's employees of mechanical and electrical failures, including burned-out lights, plumbing problems, and safety hazards, shall be immediately reported to the Contract Administrator.

Contractor's personnel shall not repair inoperable plumbing or electrical or other facility components other than what is considered janitorial.

Personnel Awareness

The Contractor's on-site supervisors and employees will be expected to quickly become familiar with their designated areas. In addition, they will be expected to notify, document, and immediately report suspicious activity.
The Contractor's employees are to inform their respective supervisors on the job site of any unusual occurrences or physical problems such as burned out lights, broken locks, or open windows. These reports are to be made in writing to their respective supervisors and transmitted through the Contractor's chain of command to the Contract Administrator prior to the start of the next regular workday for the Village.

The Contractor will encourage employees to look out for each other, the Village's property, and facility users. The Contractor must implement, at the start of the contract, procedures to keep its personnel safe.

The Contractor shall at all times enforce strict discipline and good order among employees. No children, friends, or relatives, or a person not employed and assigned to work site, are allowed on the premises for personal visitations.

Unauthorized use of Village property or a Village employee's property is strictly prohibited.

Record Keeping

Contractor shall be responsible for maintaining a project site logbook or file. This record shall be kept on Village property, maintained by the Contractor and updated on each visit. The logbook or file shall contain at least the following items:

1. A copy of the Daily Work Roster / Sign in Sheet for the facility or site.

2. MSDS/SDS for all chemicals and supplies used in the facility.

3. Contractor's service schedule for the facilities.

4. Copies of Contractor's completed Quality Control Inspection Reports shall be maintained on site.

Safety Requirements

The Contractor will perform daily tasks using "SAFETY FIRST" practices and comply with all OSHA standards as they apply to the Janitorial Services Contract. The Contractor and each of its employees will comply with all applicable OSHA rules and practices. The Contractor will provide safety devices and apparel at no cost to its employees and will ensure employees wear all safety devices required by OSHA. These devices and apparel will include, without limitation, respiratory protection, head, eye, hand, and foot protection, hearing protection, and traffic vests, as required.

The Contractor will furnish documentation, as directed by the Contract Administrator, of the completion of the safety training of equipment operators and other personnel. The safety training will comply with all OSHA standards and a sample program will be submitted to the Contract Administrator.

The Village reserves the right to inspect all areas for safety violations caused by the Contractor, at its discretion, and to direct the Contractor to make immediate improvement of necessary conditions and procedures, or stop ongoing work if hazards are deemed to exist. In the event that the Village elects to stop work because of any type of existing safety hazard, the Contractor will bear all costs for eliminating the hazards and will not be granted compensation for the work stoppage.

The operation of the Contractor's vehicles or private vehicles by the Contractor's employees on or about the property of the Village will conform to posted regulations and safe driving practices.

Aisles, passageways, alleyways, entrances or exits to fire protection equipment must remain unobstructed at all times.

The Contractor will use proper barricades and signage while completing tasks.

Scheduling Of Work

Prior to the commencement of any work, the Contractor will confer with the Contract Administrator to assure that the scheduling of activities in conjunction with operations is fully understood.

If the Contractor's employees report to regularly scheduled work, and are denied access or otherwise delayed in their schedule by the Village, the Contractor shall be entitle to compensation. Compensation for delays shall be prorated in 15 minute intervals at a rate of $100.00 per hour up to a maximum of $150.00 per incident. If the Contractor's employees are unable to commence the regularly scheduled work due to cancellation by the Village with less than 24 hour notice, the Contractor shall be compensated for the work as though completed.

All work will be scheduled to minimize disturbances to Village operations.

The Contractor will not commence non-routine work in any area until:

1. The proposed work has been previously coordinated with and approved by the Contract Administrator.

2. Any and all required security and safety measures and temporary markings are in place.

Smoke Free Environment

All Village facilities are smoke free except for exterior designated smoking areas. The Contractor and its employees will adhere to the rules and regulations with regard to the Village's smoke free environment.

Storage Space

The Village will provide storage space and common facility utilities to be used in the performance of the services defined in this contract.

The Contractor shall store its supplies, materials and equipment only in the spaces designated by the Contract Administrator.

Janitorial closets and other storage areas will be assigned to the Contractor by the Village and must be kept clean, and are subject to inspection at any and all times.

Off-site staging of supplies and inventories are the responsibility of the Contractor.

All containers of chemicals, solution, etc. must have lid or top properly secured and correctly marked with EPA approved label, including all warnings and antidote requirements. Handwritten, makeshift or unprofessional labels will not be allowed.

The Contractor shall comply with all National Fire Protection Association (NFPA) requirements.

Soiled, oily or wet cleaning rags shall not be stored on Village property.

All storage space surfaces will be disinfected with no detectable streaks, marks, detergent residue, dirt accumulations, or soiling; and storage spaces will be amply stocked with supplies upon completion of cleaning and re-stocking janitorial storage spaces.

Contractor must at all times keep the Contractor's storage areas free from accumulation of waste materials; floors

cleaned and have a fresh applicable finish; mop sinks free of scum and build up; and area must be ready for inspection at all times.

Subcontracting

Contractor will be required to have the Contract Administrator's approval before subcontracting work at any tier.

All sub-contractors of Contractor shall be considered to be, at all times, the sole employees of Contractor, under their sole direction and not an employee or agent of the Village.

Contractor Vehicle

The Contractor will be responsible for monitoring and removing the vehicles of its employees that may be under repair, stalled, or abandoned on Village premises.

All Contractor vehicles must display the company's name and logo on the front doors (both sides) of the vehicles.

Work Site Safety/Security

The Contractor shall at all times guard against damage or loss to the property of the Village, the Contractor's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage.

When applicable, the Contractor shall provide signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all Village, State of Florida, OSHA, and other applicable safety regulations are met.

Contractor shall provide for the prompt removal of all debris from Village property.

The Village may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the Contractor or its agents.

18. ***Personnel Requirements*:**

Staffing

Contractor affirms that the staffing utilized in preparing the task pricing herein will effectively achieve the performance standards required by the contract.

The Contract Administrator may request the Contractor to remove any supervisor if it is determined the individual is not performing the services in accordance with the terms and conditions of this contract.

The Contractor will provide a sufficient number of fully trained janitorial workers to accomplish the cleaning functions as outlined in the contract. All employees will have an understanding of the English language to comprehend verbal and signage warnings as to safety and security.

The Contractor's personnel will be in their assigned work area properly equipped and ready to begin work at the beginning of the work shift and will remain in their assigned work area during the entire work shift, exclusive of scheduled breaks.

The Quality Control Manager shall be familiar with the requirements of this contract, be able to make sure all contract specifications are met and have full authority to act for the Contractor at all times to carry out the provisions of this contract.

Quality Control Managers should not perform janitorial tasks.

Relief for Absenteeism and Vacation

The Contractor shall provide relief personnel as necessary to ensure that the level of service is maintained and not compromised.

Uniforms

Contractor's employees will be dressed in a uniform that must meet the approval of the Contract Administrator and is acceptable to the Village.

Uniforms shall consist of a shirt or blouse or smock/vest and long pants or a dress/skirt.

The shirt or blouse will have the Contractor's name printed on the front at a visible position.

All sub-contracted employees shall wear a name tag with their employer's company name on the outside of the upper left chest area of the prime contractor's approved uniform.

The Contractor will ensure every employee wears the appropriate uniform in a professional manner with the shirt tail tucked in at all times while working on the job site. The uniform must meet or exceed all safety related standards such as steel toe shoes or other safety related uniform materials.

Employee Conduct

Contractor's employees will conduct themselves in a safe and orderly manner at all times while on the job site, whether on or off duty. Personal cell phone use is strictly prohibited unless employee is on their official designated break time in their designated break area.

Fighting, being under the influence of alcohol and/or drugs, bringing and/or consuming alcohol and/or drugs, gambling, soliciting, stealing, taking pictures or bringing cameras or other photographic devices anywhere on the property, unless approved in writing by the Contract Administrator, and any immoral or otherwise undesirable conduct will not be permitted on the job site.

The Contractor shall prevent any of its employees from opening, tampering with, using or moving any item of equipment, such as calculators, computers, telephones, storage container, desks, etc. or entering into any area unless required in the performance of the services. Any item moved for the purpose of cleaning shall be put back in place after cleaning.

The Contractor shall establish, implement and maintain procedures and controls to ensure each employee of the Contractor complies with all applicable provisions of the contract and all site rules and practices of the Village.

The Contractor will immediately, after receipt of written notice from the Contract Administrator, remove any employee or other representative of the Contractor from premises who participates in improper or illegal acts, or whose continued presence is, in the opinion of the Contract Administrator, deemed not to be in the best interest of the Village.

Personnel Training

The Contractor will provide environmental health and safety training to ensure compliance with all federal, state, and local laws or regulations. It is imperative that each employee receives proper and adequate training prior to commencement of work. Untrained employees will not be permitted to perform the services specified within the contract. It will be the Contractor's responsibility to maintain evidence that employees are being properly trained. Contractor's employees utilized for project work such as stripping and refinishing floors, and overhead cleaning above eight feet, will receive additional training.

The Contractor, at its own expense, shall provide each of its' employees who will be working on the job site, with the training needed to safely and competently perform the services required by this contract.

The Contractor must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they apply to this service and must be aware of the safety standards concerning materials used. Contractor shall develop and implement procedures to ensure its employees use chemicals in accordance with the instructions of the chemical manufacturers. Contractor shall provide to the Contract Administrator Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS) for chemicals and cleaning products used.

Contractor employees shall be trained in accident prevention and provide barricades necessary to protect persons or property against injury or damage, and at all times, be responsible for any such damage or injury that occurs as a result of their fault or negligence.

Some tasks may require working with potentially hazardous materials. Contractor is obligated to ensure employees are trained and medically cleared for such work. Contractor is required to assess the need for, and provide its' employees personal protective equipment (PPE) as required.

Contractor may be requested to provide a copy of its' safety-training program any time within the duration of this contract.

Employee Safety Practices

Contractor must take precautions necessary to protect persons or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of fault or negligence of Contractor's employee or sub-contractor.

Contractor shall provide and use adequate barricades and signs to cordon off hazardous work areas and/or to provide sufficient warning prior to, during and after the performance of services. All generally accepted and government required safety practices shall be followed.

Personal Hygiene

Contractor shall ensure that all employees practice good personal hygiene habits

Excessive use of perfumes and/or colognes is discouraged.

All body odor complaints shall be addressed immediately with Contractor's employee by Contractor and documented accordingly. Should an employee receive three (3) documented occurrences, the Contract Administrator may request removal of said employee from the staffing team.

Scavenging

The Contractor shall develop, implement and maintain adequate procedures to ensure that no contract employee(s) scavenge any items from any Village facilities or properties.

19. ***Cleaning Products, Paper Products and Trash Bags*:**

Cleaning Products

Product data sheets for chemicals to be used on this project will be submitted to the Contract Administrator for approval prior to commencement of the contract and at any time during the term of the contract when a substitute or new product is intended to be used. The submittal must include the intended use of the chemical.

Hand soap and hand sanitizer products provided must be the proper size and type for the existing dispenser(s).

An additional three (3) day supply is to be stored on-site and available for use by building occupants when required with the exception of the Public Safety Department. The Public Safety Department must have five (5) days of paper product supplies available at all times.

Contractor will use chemicals formulated for long-lasting superlative performance in severe duty environments.

Containers

All chemicals shall be purchased, brought on-site, and stocked in closets in their original containers by the Contractor. The chemicals shall remain in such containers until diluted or mixed for use. All solution bottles and spray bottles shall be safety containers which are safe for handling and their intended use, and they should also be properly labeled.

Labeling

All containers containing delicate or fragile items shall be marked to clearly identify this condition. These markings shall be placed on not less than one side or end of the container.

Material that requires precautionary warnings shall have affixed to all containers such labels or markings as are prescribed and approved by law, regulatory agency, or this contract. The marking or labeling of material containing hazardous or toxic materials, substances, or wastes shall be in accordance with all Federal, State and local laws, ordinances, rules and regulations.

All chemical containers shall bear their original manufacturer's label which includes the name and address of the manufacturer, instructions for use and any pertinent warnings and safety instructions.

All chemical containers must have the manufacturer's quality control batch numbers included on cases or containers.

The Contractor shall develop and implement procedures to insure its employees use chemicals in accordance with the instructions of the chemical manufacturers.

All solution bottles and spray bottles shall be labeled with a label provided by its manufacturer or with a photocopy of the label from the chemical container.

Prohibited Chemicals

Carpet cleaning agents containing chlorinated solvents are prohibited. Carpet cleaning agents containing optical brighteners are prohibited.

Ammonia, laundry bleach, powdered cleanser or any other similar type of chemical without the written permission of the Contract Administrator.

Manufacturer's Instructions

The Contractor shall follow the instructions of the chemical manufacturers in every instance.

Slip Resistance

The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to hard floors have a (.5) ASTM slip coefficient or better. The Contractor shall immediately post warning signs and report any observed instances of slippery or slick floors to the Village.

Germicidal Properties

The Contractor shall use a germicidal detergent that bears the Environmental Protection Agency Registration Number and kills the MRSA virus.

Chemical Compatibility

Floor finish, floor finish remover, floor seal, spray buff solution, detergent, and seals must always be compatible and/or be by the same manufacturer.

Contractor shall ascertain the appropriateness of all chemicals for their intended use on a surface or material before any actual use.

The Village reserves the right to refuse the use of or direct discontinuance of any product it determines not effective or harmful to surfaces, equipment or personnel. The cost of any damage caused, or corrective maintenance required, deemed to be the result of the use of inferior or inappropriate products will be deducted from Contractor's monthly invoice.

Chemicals – Cost

All chemicals will be purchased and supplied by Contractor as part of the monthly contract price. This includes chemicals used by Village staff to supplement custodial services during the day.

Paper Products and Trash Bags

Product data sheets for paper products and trash bags to be used on this project will be submitted to the Contract Administrator for approval prior to commencement of the contract and at any time during the term of the contract when a substitute or new product is intended to be used. The submittal must include the intended use of the product.

All paper products and trash bags will be purchased and supplied by Contractor as part of the monthly contract price.

Paper products provided must be the proper size and type for the existing dispenser(s).

An additional three (3) day supply is to be stored on-site and available for use by building occupants when required with the exception of the Public Safety Department. The Public Safety Department must have five (5) days of paper product supplies available at all times.

Purchase/utilize only 2-ply toilet tissue.

20. ***Equipment Specifications and Standards*:**

Product data sheets for equipment to be used on this project will be submitted to the Contract Administrator for approval prior to commencement of the contract and at any time during the term of the contract when a substitute or new product is intended to be used. The submittal must include the intended use of the equipment. All equipment shall be of equal or better quality than those used by the Village prior to this contract.

Vacuum cleaners utilized for carpet cleaning must also be two motor uprights with high filtration disposable bags and equipped with HEPA filters. All vacuum cleaners must meet carpet manufacturers' recommendations for use. General vacuuming must be done with an upright vacuum.

Back pack type vacuum cleaners utilized for cleaning must also be equipped with HEPA filters. Supplemental vacuum cleaning tasks, litter pick up, crevice cleaning etc. may be done with a backpack vacuum.

Wet/Dry Tank Vacuum Cleaners must also be equipped with HEPA filters.

Pile lifters must also be equipped with HEPA filters. Pile lifters are to be used in conjunction with carpet cleaning procedures and vacuuming procedures.

Hot water extraction machines must also be equipped with HEPA filters and comply with carpet manufacturer recommended cleaning methods. They must also be available for use in removing water caused by leaks or spills.

All equipment provided by the contractor will be new or like-new when the project begins.

Contractor will be responsible for warranty and maintenance on the equipment used to perform required services.

Contractor shall furnish all tools and equipment necessary for complete performance of this contract.

Contractor’s equipment will include, but not be limited to: safety signs, vacuum cleaners, pile lifters, floor machines for surfacing hard floors, wet-dry tank vacuum cleaners, scrubbers, buffers, portable extractors, pressure washers, sweepers, mop buckets, wringers, mops, brooms, and brushes. Battery holding trays will be installed in all battery-powered equipment.

The Village reserves the right to refuse the use of any tools or equipment it deems ineffective or harmful to surfaces and fixtures. The cost of any damage caused by defective or inferior tools and equipment or by the use of such defective or inferior tools and equipment will be deducted from the Contractor's monthly invoice.

General cleaning janitorial personnel shall be equipped with janitorial carts. The style of cart must be approved by the Contract Administrator and kept neatly stocked at all times. The cart shall also have a receptacle for accepting the residue of waste cans, cigarette urns, ashtrays and other litter or debris.

Contractor shall ensure that all tools, equipment and supplies used by its employees shall be used in accordance with the manufacturer's instructions and good safety practices.

All tools, equipment and supplies used by the Contractor in the performance of the services shall meet the local, state and federal safety requirements. All electrical equipment must operate at full rate performance levels using existing building electrical circuits.

Contractor shall develop and implement adequate procedures and control to ensure that all tools, equipment and supplies remain at all times in good, clean condition.

The Village reserves the right to request the replacement of equipment based on appearance, cleaning ability, age, and type. The Contract Administrator will review the condition of equipment semi-annually and recommend replacements as necessary. If the equipment is found to be unsafe or not in good working condition, the Village has

the right to direct the Contractor to remove it from service and to repair or replace it promptly. However; if the equipment is not repaired or replaced within two (2) business days, the Contractor may be required to rent equipment, at their own expense, in order to meet the service requirements of this contract.

Equipment and tools will be used in manners that will not scar or mark walls or other surfaces. Larger equipment and tools will be equipped with non-marking rubber, vinyl, or plastic tips on the ends of the handles to prevent marking or scarring of walls. All wheeled and moveable equipment will be equipped with protective non-marking bumpers or guards around the entire perimeter of the equipment to prevent damaging the building structure or other objects. Bumpers or guards will be properly maintained. Equipment with improper bumpers or guards will be immediately removed.

The Contractor shall maintain adequate quantities of backup equipment and tools to insure that the minimum quantities are available and in safe and proper operating condition at all times during the performance of the service.

Electrical equipment will be equipped with a non-marking, 3-conductor, grounded plug electrical cord. All electrical machinery shall have ground fault protection devices attached at all times. All electrical equipment will be rated to operate on normal 120V-20AMP circuits, unless otherwise approved by the Contract Administrator. Should voltage and amperage requirements for equipment not be available at the work site, the Contractor is responsible for providing such at its own expense.

Appropriate equipment, including any required additional safety equipment such as floor signs, temporary barricades and stanchions may be made available on-site when needed.

When applicable, protective equipment will be removed from public areas when not in use or not required.
Equipment will be properly maintained and secured when not in use or not required. Carts, trash brutes, brooms, brushes, pans, and mops will not be left out in hallways or public areas unattended. All equipment will be cleaned on a consistent schedule.

21. ***Contractor Quality Control*:**

The Contractor will develop and maintain a quality control program to ensure the requirements of the contract are provided as specified. The Contractor's program, at a minimum, will include a description of how each of the work standards specified will be accomplished.

The Contractor's program must describe specific monitoring techniques for all contract services. The quality control program must also describe an inspection system that covers all the services stated in the work schedule. It must specify areas to be inspected on either a scheduled or non-scheduled basis, how often inspections will be performed, or the position of the individual(s) who will perform each inspection. The program must include a method of identifying and correcting deficiencies in the quality of services before the service becomes unacceptable.

The program should include, but not be limited to the following:

1. A method of identifying deficiencies in the quality of services performed before the level of performance is unacceptable.

2. Contractor shall have a plan in place to periodically conduct field audits of all personnel to maintain quality standards.

3. An inspection system covering all the services required in this document must be provided.

All questions concerning the quality acceptability of materials used, the work performed, the manner of performance, and progress being made in meeting specification requirements shall be determined by the Contract Administrator.

The Contract Administrator will generally communicate daily work requests or daily deficiency reports to the Contractor via e-mail.

Each phase of the janitorial services rendered under this contract is subject to inspection, both during and after completion of work.

The Village's quality control (inspections/evaluations) is not a substitute for adequate and consistent quality control (manpower supervision/ control / resource management) by the Contractor.

The Contractor's supervisory personnel will make themselves available on any given day for an inspection tour of the premises.

The Contract Administrator will schedule meetings, as needed, to include the Contractor's Project Manager and/or supervisors, for sharing weekly and/or monthly reports, problem resolutions and a facility tour.

Facility inspections will be made to compare Contractor's performance to contract specifications and procedures. The methods of inspecting may include:

1. Random Sampling.

2. 100% Inspection.

3. Unscheduled Inspection.

4. Inspections in response to customer complaints.

The Village is not restricted to any certain type of inspection. The Contract Administrator may adopt or change inspection method(s), quality control procedures, and increase or decrease the degree of inspection based upon contract modifications, lessons learned, technological changes, inspection documentation and changes to Contractor's

quality control system.

Performance of a listed service will be accepted when the Contractor's work meets contract provisions, standards, and specifications.

Notwithstanding inspection and acceptance by the Contract Administrator or any provision concerning the conclusiveness thereof, the Contractor by entering into this contract, warrants that all services performed under the contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. The Contract Administrator will give notice of any defect or nonconformity to the Contractor. This notice will state that the Contractor will correct or re-perform any defective or nonconforming services.

If the Contractor is required to correct or re-perform work, it will be at no cost to the Village, and any services corrected or re-performed by the Contractor will be subject to the provisions contained herein to the same extent as work initially performed. Corrected or re-preformed work will not result in a corrected/adjusted score on the inspection conducted.

A Contractor's performance will be deemed not to meet contract provisions when such is not performed in accordance with approved work schedules, tasks are not performed in accordance with standards or specification, routines are not performed within the allowed time frame or work is not completed in its entirety. Under such conditions, the Contractor's performance will be considered to be defective and work will be rejected.

The rights and remedies of the Village, as described herein, are in addition to all other rights and remedies contained in the contract or which are otherwise available to the Village as a matter of law.

Without limiting any other Village remedy, the Village, through its Contract Administrator, shall have the right to require Contractor to re-perform work not performed to its satisfaction at no increase in the contract amount. Contractor will not be relieved of full performance of the work and may be terminated for cause based upon inadequate performance.

When defects in service may not be or are not corrected by performing the service again, the Contract Administrator may require the Contractor to take the necessary action to ensure that future performance conforms to contract requirements and reduce the monthly payment to reflect the reduced value of the services performed, as determined by the Contract Administrator.

If any of the information provided in this section contradicts the care and maintenance instructions provided by a product manufacturer, Village will provide the Contractor direction on which specification to follow.

Village of North Palm Beach
Janitorial Service Contract Compliance Report

FACILITY: _____

INSPECTION DATE: _____

PREVIOUS RATING: _____

INSPECTION RATING: _____

VNPB STAFF: _____

	Facility Components	Also Known As	Number of Noted Issues	Rating
1	Arrival/Public Access Areas			
2	Interior Public/Service Areas			
3	Employee/ Group Work Areas			
4	Administrative/Private Offices			
5	Employee/Joint Use Areas			
6	Support/Service Areas			
7	Specialty Areas			
8	Rest Rooms			
9	Carpet Floors			
10	Hard Floors			
11	Administrative Duties			
			Average Rating:	

COMMENTS:

_____

Village of North Palm Beach
Janitorial Service Contract Compliance Report
Rating Scale

- A numerical rating of 5.0 signifies the condition of the space is fully in compliance with the performance standards.
- A numerical rating of 4.75 signifies the space has 1 discrepancy.
- A numerical rating of 4.50 signifies the space has 2 discrepancies.
- A numerical rating of 4.25 signifies the space has 3 discrepancies.
- A numerical rating of 4.00 signifies the space has 4 discrepancies.
- A numerical rating of 3.67 signifies the space has 5 discrepancies.
- A numerical rating of 3.33 signifies the space has 6 discrepancies.
- A numerical rating of 3.00 signifies the space has 7 discrepancies.
- A numerical rating of 2.00 signifies the space has 8 or more discrepancies identified as not meeting the performance standards and requires immediate significant additional effort by the Contractor to bring the area into compliance. This rating requires an immediate written notice to Contractor that improvement is required within five (5) service days of the date of the notice.
- A numerical rating of 1.00 signifies the space has continued to receive 8 or more discrepancies identified as not meeting the performance standards and has not been brought into compliance despite a previous written notification. This rating requires a second immediate written notice to Contractor that improvement is required within five (5) service days of the date of the second notice.
- A numerical rating of 0.00 signifies the space has continued to receive 8 or more discrepancies identified as not meeting the performance standards and has not been brought into compliance despite two (2) previous written notifications. This rating requires a third written notice to Contractor that the Village will be using other resources to correct the discrepancies and the cost of those other resources will be deducted from Contractor's monthly payment.

PROPOSER'S ACKNOWLEDGMENT AND PROPOSAL FORM

Request for Proposals for Municipal Facilities Janitorial Services

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

Fed. ID# or SSN:_____

Address:_____

Telephone No.:_____ Fax Number:_____

E-Mail:_____

Contact representative:_____

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

_____ _____
Authorized Representative's Signature Date

_____ _____
Name: Position:

Section One:

In accordance with the terms and conditions stated in the Request for Proposal (RFP) requesting all goods and services for Municipal Facilities Janitorial Services, the undersigned proposes the following to the Village of North Palm Beach:

_____ **(proposer's legal name)** certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. Applicable License number(s):_____.

Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum on an annual basis:

_____
Written Dollar Amount

($_____)

Proposal Form

Section Two:

For budget purposes and in the event the Village removes a facility from the Scope of Services, the Village is requiring a breakdown of the service fees for each of the Village facilities enumerated therein (the total cost for all facilities should match the cost indicated in Section One – in the event of a conflict, the total cost indicated in Section One shall control):

1. Village Hall $_____
2. Library $_____
3. Anchorage Park Activities Building $_____
4. Anchorage Park Restrooms $_____
5. Public Works Complex $_____
6. Osborne Park $_____
7. Community Center $_____
8. Community Center Restrooms $_____
9. Community Center NW Restrooms $_____
10. Public Safety Complex $_____
11. Community Development $_____
12. Country Club (Tennis Center) $_____
13. Country Club (Golf Shop, Offices, Locker Rms, Emp. Lounge) $_____
14. Country Club Pool Area $_____
15. Country Club (2nd Fl Admin, Offices, Lobby, Restrooms, Conference Rm) $_____
16. Country Club (2nd Fl Loggia, Circle Entry, Stairs, Passenger Elevator) $_____
17. Country Club (1st Fl, Elevator Landing, Outside Golf Shop Landing to West Door) $_____

Section Three:

For budget purposes and in the event the Village removes or adds an additional service, the Village is requiring a breakdown of the service fees listed below. Costs are to be written per one (1) service:

Village Hall

18. Hot Water Extraction Carpet Cleaning $_____
19. Cleaning Exterior Windows $_____
20. Water Extraction Carpet Cleaning $_____
21. Stripping/Sealing/Refinishing hard floor $_____
22. Clean Exterior windows $_____

Anchorage Park

23. Stripping/Sealing/Refinishing hard floor $_____

Community Development

24. Machine Scrubbing hard floor $_____

Community Center

25. Machine Scrubbing hard floor $_____
26. Grout Cleaning Tile Floor $_____
27. Clean Exterior Windows $_____

Osborne Park

28. Stripping/Sealing/Refinishing hard floor $_____

Public Safety

29. Hot Water Extraction Carpet Cleaning $_____
30. Grout Tile Floor $_____
31. Stripping/Sealing/Refinishing Hard Floor $_____
32. Clean Exterior Windows $_____

Public Works

33. Hot Water Extraction Carpet Cleaning $_____
34. Grout Cleaning Tile Floor $_____
35. Stripping/Sealing/Refinishing Hard Floor $_____
36. Clean exterior Windows $_____

Tennis Pro Shop

37. Hot Water Extraction Carpet Cleaning $_____
38. Grout Cleaning Tile Floor $_____
39. Stripping/Sealing/Refinishing Hard Floor $_____

Country Club Locker Rooms

40. Grout Cleaning Tile Floor $_____

Golf Pro-Shop

41. Hot Water Extraction Carpet Cleaning $_____
42. Grout Cleaning Tile Floor $_____
43. Clean Exterior Windows and Glass Doors $_____

Country Club Admin Offices (2nd Floor)

44. Hot Water Extraction Carpet Cleaning $_____
45. Grout Cleaning Tile Floor $_____
46. Clean Exterior Windows and Glass Doors $_____

Country Club Pool Locker Rooms

47. Grout Cleaning Tile Floor $_____

Additional Services to be performed upon request:

1. Hot Water Extraction Carpet Cleaning:
   $_____ per square foot or minimum charge of $_____

2. Grout Cleaning Tile Floor:
   $_____ per square foot or minimum charge of $_____

3. Machine Scrubbing Hard Floor:
   $_____ per square foot or minimum charge of $_____

4. Stripping/Sealing/Refinishing Hard Floor:
   $_____ per square foot or minimum charge of $_____

5. Clean Exterior Windows (First Floor):
   $_____ per square foot or minimum charge of $_____

6. Porter Service (Per Porter) (Special Events):
   $_____ per hour or minimum charge of $_____

DRUG FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____

Proposer's Signature

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

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

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

whose business address is_____
_____

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

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

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

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

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

   a. A predecessor or successor of a person convicted of a public entity crime; or

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

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

with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____
(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2017 by _____, who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires:

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

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

whose business address is_____
_____

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

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

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

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

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

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

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

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

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

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

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

_____
(Signature)

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

_____
Notary Public
My Commission Expires:

CONTRACT

This Contract is made as of the _____ day of _____, 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 VILLAGE, and _____, a _____ corporation or partnership authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is _____.

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

ARTICLE 1. SERVICES OF THE CONTRACTOR.

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

ARTICLE 2. TERM/COMMENCEMENT DATE

This agreement shall become effective January 1, 2024 and shall remain in effect for a period of twenty-one (21) months through September 30, 2025, unless earlier terminated in accordance with Article 8. This Contract shall automatically renew for three (3) additional (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

ARTICLE 3. VILLAGE'S REPRESENTATIVE.

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

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

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

B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be

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

ARTICLE 5. INDEMNIFICATION.

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

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

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

ARTICLE 6. PERSONNEL.

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

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

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

ARTICLE 7. INSURANCE

A. Prior to execution of this Contract by the VILLAGE the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material

change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

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

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

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

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

ARTICLE 8. TERMINATION

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

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

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS

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

ARTICLE 10. REMEDIES

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.

ARTICLE 11. EXCUSABLE DELAYS

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

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

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

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

VILLAGE shall be that of an Independent Contractor and not as employees or agents of the VILLAGE.

B. The CONTRACTOR does not have the power or authority to bind the VILLAGE in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 13. NONDISCRIMINATION

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

ARTICLE 14. ENFORCEMENT COSTS

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

ARTICLE 15. AUTHORITY TO CONDUCT BUSINESS

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

ARTICLE 16. SEVERABILITY

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

ARTICLE 17. PUBLIC ENTITY CRIMES

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

ARTICLE 18. MODIFICATIONS OF WORK

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

B. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the VILLAGE.

C. Changes in the Scope of Work relating solely to changes in square footage necessitated by construction activities at the Country Club shall be based on the pricing indicated in the CONTRACTOR's Proposal and shall be evidenced by a Letter of Understanding signed by the VILLAGE Manager and the CONTRACTOR's representative without the need to formally amend this Contract.

ARTICLE 19. NOTICE

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

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

and if sent to the CONTRACTOR shall be mailed to:

_____
_____
_____

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 21. PROTECTION OF WORK AND PROPERTY

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

errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

ARTICLE 22. WAIVER

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

ARTICLE 23. PREPARATION

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

ARTICLE 24. MATERIALITY

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

ARTICLE 25. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

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

ARTICLE 26. DEFAULT

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

A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the VILLAGE which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

B. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 27. AUDITS

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

ARTICLE 28. INSPECTOR GENERAL

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

ARTICLE 29. WAIVER OF SUBROGATION.

CONTRACTOR 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 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. 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 CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 30. E-VERIFY

Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;

B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;

D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;

F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not CONTRACTOR, shall be grounds for the VILLAGE to order CONTRACTOR immediately terminate the contract with the subcontractor; and

G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statues, CONTRACTOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

ARTICLE 31. PUBLIC RECORDS.

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

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

A. Keep and maintain public records required by the VILLAGE to perform the service.

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

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

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

ARTICLE 32. LEGAL EFFECT

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

ARTICLE 33. REPRESENTATIONS/BINDING AUTHORITY

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

CONTRACTOR:

BY: _____

Print Name: _____

Title:_____

VILLAGE OF NORTH PALM BEACH

BY: _____
CHUCK HUFF
MAYOR

ATTEST:

BY:_____
JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

LocaliQ
Florida
GANNETT

Order Confirmation

Not an Invoice

Account Number:	731044
Customer Name:	North Palm Beach, Village Of
Customer Address:	North Palm Beach, Village Of 501 US HIGHWAY 1 NORTH PALM BEACH FL 334084901
Contact Name:	Bill Egan
Contact Phone:	
Contact Email:	began@village-npb.org
PO Number:	

Date:	10/25/2023
Order Number:	9450228
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	56.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
WPB Palm Beach Post	1	10/27/2023 - 10/27/2023	Bids & Proposals
WPB palmbeachpost.com	1	10/27/2023 - 10/27/2023	Bids & Proposals

Order Confirmation Amount	**$173.04**

Ad Preview

REQUEST FOR PROPOSALS

The Village of North Palm Beach will be receiving sealed proposals to provide **Municipal Facility Janitorial Services for the Village of North Palm Beach**.

Sealed proposals (one original plus five copies and one digital copy) will be received by the Village Clerk's Office at 501 U.S. Highway One, North Palm Beach, Florida 33408 until **3:00 p.m. EST on NOVEMBER 21st, 2023**. Any proposals received after the time specified will not be accepted and shall be returned unopened to the Proposer. All proposals will be publicly opened and read aloud in the Village Council Chambers.

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

A **mandatory pre-Proposal meeting** is scheduled for **9:00 a.m. EST on NOVEMBER 7th, 2023** at the Village of North Palm Beach Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408. Failure to attend the mandatory pre-Proposal meeting may result in the rejection
of your Proposal.

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

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

VILLAGE OF NORTH PALM BEACH, FLORIDA
Chuck Huff
Village Manager
10/27/23 9450228

Village of North Palm Beach Bid Summary Sheet

Proposal for: **RFP Municipal Facility Janitorial Services** | Date: **November 21, 2023** | No. of Proposals Received: 11

DESCRIPTION	VENDORS			
Requirements: Accepting qualification proposals for Municipal Janitorial Services	Image Companies 1750 N. Florida Mango Road, Suite 103 West Palm Beach, FL 33409	Sunshine Cleaning Systems, LLC (A Pritchard Company) 1253 Old Okeechobee Rd Unit B7 W.P.B, FL 33401	American Janitorial, Inc. 87 North Central Ave. Umatilla, FL 32784	Clean Space, Inc. 3764 NW 124th Ave. Coral Springs, FL 33065
	$249,348.00	$163,217.60	$234,410.88	$216,108.17
	2		1	

VILLAGE OFFICIALS PRESENT (Signature)	VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)

Village of North Palm Beach Bid Summary Sheet

Proposal for: **RFP Municipal Facility Janitorial Services** Date: **November 21, 2023** No. of Proposals Received: 11

DESCRIPTION	VENDORS			
Requirements: Accepting qualification proposals for Municipal Janitorial Services	AK Building Services Commercial Cleaning 6600 Georgia Ave #9 W.P.B. FL 33405	Ceiling to Floor Cleaning, Inc. 2003 NW 55th Ave. Margate, FL 33063	Miami, FL 33179 Amer Plus	Milclean USA 257 Goolsby Blvd. Deerfield Beach, FL 33442
	$193,446.60	$225,500.00	$372,107.11	$119,520.00
		3		

VILLAGE OFFICIALS PRESENT (Signature)	VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)

Village of North Palm Beach Bid Summary Sheet

Proposal for: **RFP Municipal Facility Janitorial Services** | Date: **November 21, 2023** | No. of Proposals Received: 11

DESCRIPTION	VENDORS			
Requirements: Accepting qualification proposals for Municipal Janitorial Services	NET Facility Services, LLC 4425 Homewood Ln. Lakeland, FL 33811 ✓	Zaharaly Cleaners, Inc. 5351 Great Oak Dr. ✓ Suite 7 Lakeland, FL 33811	Weclean Commercial Cleaning, LLC 111 North Powerline Rd ✓ Deerfield Bch FL, 33442	
	$191,817.21	$177,531.30	$169,025.25	

VILLAGE OFFICIALS PRESENT (Signature)	VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)

Name	Company	Phone	email
JLourie@ImageCompanies.com	Gregory Petancourt	Sunshine Cleaning System	561.3079589	GPetancourt@Sunshine...
Jim Lourie	Image Janitorial	3052050980	JLourie@ImageCompanies.com
Eric Palinkas	Milclean USA	407 861 2994	eric@milcleanusa.com
Famian Fleming	Flemings carpet & Tile Cleaning	561-234-5593	FlemingscarpetClean@6mail.com
Jorge Pla	Zarahaly Cleaners inc.	Ph: 863 205 3425	E-Mail: zarahaly@hotmail.com
Claudia Galdo	GFI Green Facility	7866821933	claudia@gficlean.com
Michael Tucker	NET Facility Services	863 602 4278	mtucker@netfsllc.com
Eric Baehr	SCSI	407-488-4376	ebaehr@scsione.com
Michele Garay	Apex Building	561 234 8069	michelleg@ApexBMCorp.com
Ryan Strem	American Janitorial	952-932-9456	Ryan.Strem@ajiclean.com
Stephannie Cetute	Amer Plus Janitorial & maint	(305)725-2385	scetute@amerplusCleaning.com
Brice Bennett	Ceiling to Floor Cleaning	9547787953	ctfcleaning@ com
Rodrigo Martins - WeClean Commercial Cleaning	(954) 204-2294	RCMMARTINS@GMAIL.COM	
Karim Damas	Shen Facility Management	(305) 333-9388	

754-312-0075

Clean space Ana Dela cruz acruz@cleanspace.com

North Palm Beach Janitorial RFP 2023

RFP 2023

Company	Jamie	Beth	Stephen	James	Total	AVG	
Image Companies	170	170	155	173	668	167	2
~~Sunshine Cleaning~~						~~173~~	
American Janitorial	175	175	170	175	695	173	1
Clean Space	165	153	155	155	628	157	
AK Building	173	173	135	153	634	158	
Ceiling to Floor	180	160	160	155	655	163	3
Amer Plus	155	120	110	116	501	125	
MilClean	175	140	145	154	614	153	
NET Facility Services	165	115	120	130	530	132	
Zaharaly Cleaners	150	110	110	115	485	121	
~~WeClean~~							

11/29/23

Beth

1

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: American Janitorial Inc.	Score
Proposal Pricing (40 point max):	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	35
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	40
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	35
Total Score	175

Beth Davis

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: AMERICAN JANITORIAL INC	Score
Proposal Pricing (40 point max): 234,410	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	30
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	40
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Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	35
Total Score	170

Name and Signature of Reviewer

AMERICAN

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company:	Score
Proposal Pricing (40 point max):	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	35
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	40
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Total Score	175

JAMES MOUNT

Name and Signature of Reviewer

FORMS - [redacted] YES PROF. AK FORM - YES

NOT LOCAL

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: American Janitorial	Score
Proposal Pricing (40 point max): 234,410.88	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	35
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	40
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Total Score	175

James

Name and Signature of Reviewer

IMAGE

2

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company:	Score
Proposal Pricing (40 point max):	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	35
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	40
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	~~35~~ 30
Total Score	170

JAMES MOUNT

Name and Signature of Reviewer

FORMS – YES

PROP AK FORM – YES

James

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Image	Score
Proposal Pricing (40 point max): $1,249,348	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	38
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	40
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	30
Total Score	173

James

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: IMAGE COMPANIES	Score
Proposal Pricing (40 point max): 249,348	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	30
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	35
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	25
Total Score	155

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Image Companies	Score
Proposal Pricing (40 point max):	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	35
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	40
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	30
Total Score	170

Name and Signature of Reviewer

3

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Ceiling to Floor	Score
Proposal Pricing (40 point max): 225,500	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	32
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	30
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	28
Total Score	155

James

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Ceiling to Floor Cleaning	Score
Proposal Pricing (40 point max):	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	30
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	30
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	35
Total Score	160

Ben Dan

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: CEILING TO FLOOR CLEANING.	Score
Proposal Pricing (40 point max): 225,500	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	30
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	30
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	35
Total Score	160

Name and Signature of Reviewer

CEILING

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company:	Score
Proposal Pricing (40 point max):	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	30
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	40
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	35
Total Score	170

JAMES MOUNT

Name and Signature of Reviewer

FORMS - YES
PROP. AR FORM - YES

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: ZAHARALY CLEANERS	Score
Proposal Pricing (40 point max):	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	20
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	10
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	10
Total Score	110

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Zaharaly	Score
Proposal Pricing (40 point max): 177,531.30	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	20
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	15
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	10
Total Score	115

James

Name and Signature of Reviewer

ZAHARALY

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company:	Score
Proposal Pricing (40 point max):	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	30
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	~~30~~ 20
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	30
Total Score	150

James Mount

Name and Signature of Reviewer

FORMS – NO PROPOSAL AK. FERM

UNRESPONSIVE

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Zaharaly Cleaners, Inc.	Score
Proposal Pricing (40 point max):	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	20
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	10
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Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	10
Total Score	110

Name and Signature of Reviewer

NET

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company:	Score
Proposal Pricing (40 point max):	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	30
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	30
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Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	35
Total Score	165

JAMES MOUNT

Name and Signature of Reviewer

FORMS – YES

PROP AK FORM – YES

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: NET	Score
Proposal Pricing (40 point max):	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	15
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	15
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	30
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	20
Total Score	115

Beth

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: NET FACILITY SERVICES	Score
Proposal Pricing (40 point max):	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	15
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	15.
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	20.
Total Score	120

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Net Facility	Score
Proposal Pricing (40 point max): 191,817.21	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	20
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	20
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	20
Total Score	130

James

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Clean Space	Score
Proposal Pricing (40 point max):	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	30
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	28
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	30
Total Score	153

Beth D

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: CLEAN SPACE, INC	Score
Proposal Pricing (40 point max): 216,108	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	25
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	30
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	35
Total Score	155

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Clean Space	Score
Proposal Pricing (40 point max): 216,108	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	30
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	28
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	32
Total Score	155

James

Name and Signature of Reviewer

CLEAN SPACE

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company:	Score
Proposal Pricing (40 point max):	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	30
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	35
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	35
Total Score	165

JAMES MOLINT

Name and Signature of Reviewer

FORM S – YES
PROP. OK FORM – YES

MILCLEAN

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company:	Score
Proposal Pricing (40 point max):	40
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	35
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	~~40~~ 35
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	30
Total Score	175

JAMES MOUNT

Name and Signature of Reviewer

FORMS - YES

PROP. AK FORM - YES

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: MILCLEAN USA	Score
Proposal Pricing (40 point max):	40
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	35
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	30
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	25
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	25
Total Score	145

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Mildean USA	Score
Proposal Pricing (40 point max):	40
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	35
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	~~30~~ 25
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	15
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	25
Total Score	140

Beth

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Milclean	Score
Proposal Pricing (40 point max): 119 520	40
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	34
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	30
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	15
Total Score	154

James Anthony

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: AK Buildings	Score
Proposal Pricing (40 point max): $193446	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	28
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	25
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	30
Total Score	153

James

Name and Signature of Reviewer

AK BLDG.

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company:	Score
Proposal Pricing (40 point max):	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	35
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	40
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	35
Total Score	~~185~~ 180

JAMES MOUNT

Name and Signature of Reviewer

FORMS – YES

PROPOSAL ACK. FORM – YES

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: AK Building Services	Score
Proposal Pricing (40 point max):	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	20
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	15
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	30
Total Score	135

Name and Signature of Reviewer

RFP - Janitorial Services Scoring Sheet	
Company: AK	Score
Proposal Pricing (40 point max):	38
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	35
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	30
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	35
Total Score	173

Beth D

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Amer Plus	Score
Proposal Pricing (40 point max): 372,107	15
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	31
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	5
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	30
Total Score	116

James

Name and Signature of Reviewer

NO

AMER

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company:	Score
Proposal Pricing (40 point max):	20
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	~~30~~ 35
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	~~40~~ 30
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	35
Total Score	155

JAMES MOUNT

Name and Signature of Reviewer

FORM 3 – YES

PROP. AK FORM – ~~NO~~ YES

UNRESPONSIVE

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: AMER PLUS	Score
Proposal Pricing (40 point max):	20
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	25
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	5
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	25
Total Score	110

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Amer Plus	Score
Proposal Pricing (40 point max):	20
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	30
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	10
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	25
Total Score	120

Beth Davis

Name and Signature of Reviewer

WECLEAN

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company:	Score
Proposal Pricing (40 point max):	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	
Total Score	

JAMES MOUNT

Name and Signature of Reviewer

UNRESPONSIVE
– NO PERSONNEL, MGT PLAN, REFS, ETC.

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: WECLEAN COMMERCIAL CLEANING	Score
Proposal Pricing (40 point max):	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	0
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	0
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	0
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	0
Total Score	35

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: We Clean	Score
Proposal Pricing (40 point max):	
169,025.25	35
Personnel Qualifications (40 point max):	
Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	
Project Management Plan (40 point max):	
Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	
Past Performance/Client References (40 point max):	
Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	
Workload and Contract Litigation (40 point max):	
Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	
Total Score	

James

Name and Signature of Reviewer

unresponsive

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: We Clean	Score
Proposal Pricing (40 point max):	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	0
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	0
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	0
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	0
Total Score	

Beth

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Sunshine	Score
Proposal Pricing (40 point max):	30
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	38
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	40
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	35
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	? No Response forms
Total Score	

James

Name and Signature of Reviewer

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: Sunshine Cleaning Systems	Score
Proposal Pricing (40 point max):	
Personnel Qualifications (40 point max):	
Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	
Project Management Plan (40 point max):	
Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	
Past Performance/Client References (40 point max):	
Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	
Workload and Contract Litigation (40 point max):	
Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	
Total Score	

Beth Davis

Name and Signature of Reviewer

No

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company: SUNSHINE CLEANING SYSTEMS	Score
Proposal Pricing (40 point max):	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	15
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	15
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	15
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	15
Total Score	95

Name and Signature of Reviewer

*Missing Paperwork

SUNSHINE

RFP - Municipal Facility Janitorial Services Scoring Sheet	
Company:	Score
Proposal Pricing (40 point max):	35
Personnel Qualifications (40 point max): Provide the qualifications and experience of key personnel that are intended to be assigned to this project. List key members of proposed maintenance team, including supervisor(s); and primary project managers, describe their relevant experience and the role they will play in the project.	30
Project Management Plan (40 point max): Detail how you intend to meet or exceed the required quality standards. Identify adequacy of weekly service hours and describe how your firm will meet the quality specifications described in the RFP. Provide a tentative schedule for each facility: (Include, at a minimum) 1. Days of Service 2. Time of Service 3. Daily, Weekly, Monthly, Semi-Annual. (Include Bi-weekly, Bi-Monthly, etc.) 4. Identify the number of employees to be assigned to the contract	25
Past Performance/Client References (40 point max): Provide the names and contact information of persons whom the Village may contact for references regarding the company's past performance, on similar contracts. Provide a minimum of five (5) and maximum of eight (8) client references.	
Workload and Contract Litigation (40 point max): Provide a list of relevant contracts to which your company is currently committed or that your company will be committed on January 1st, 2024. The individual project details shall include: 1. Name of Contract Client 2. Brief Project Scope 3. Contract Budget 4. Contract Duration (Award Date – Expiration Date) Litigation – Provide a list of all ligation cases during the past three (3) years in which the proposing company has been a named party. Provide case number, case venue, and brief description of facts.	20
Total Score	

JAMES MOUNT

Name and Signature of Reviewer

FORMS – NO
UNRESPONSIVE

VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: December 14, 2023

SUBJECT: **RESOLUTION** – Approving a Lease Agreement with Document Storage Systems Inc. for 2,827 square feet of office space at 701 U.S. Highway One to house the Community Development Department.

Background

The Community Development Department (Department) has been occupying the leased space at 420 U.S. Highway One since 2015. Over time, the Department has expanded its leased space due to staffing needs. However, the space has never been updated or organized as it is a leased space. The Department's current lease is set to expire in March 2024, and the Village Staff has conducted an analysis to decide whether to move to another location or stay at the current location. The Department recommends a move to 701 U.S. Highway One for several reasons.

The Village of North Palm Beach will be able to save costs after the first year. Please find below a comparison of costs. With any move, the first-year costs are typically higher due to the moving and buildout expenses. However, if we deduct these initial costs from the yearly rental costs at 701 U.S. Highway One, there will be an annual savings of approximately $31,000.

Community Development (Existing Location)

Description	Cost	Qty	Annual Cost
Rent	$5,345.47	12	$64,145.68
CAM	$3,002.10	12	$36,025.20
Janitorial	$1,067.14	12	$12,805.68
Maintenance	$5,000.00	1	$5,000.00
Security	$998.89	1	$998.89
Telephone	$1,650.00	12	$19,800.00
Electricity	$569.39	12	$6,832.65
Water	$0.00	12	$0.00
Total			**$145,608.10**

Community Development (New Location)

Description	Cost	Qty	Annual Cost
Rent $29 per SF (2827)	$6,831.92	12	$81,983.04
CAM		12	$0.00
Janitorial	$1,067.14	12	$12,805.68
Maintenance		1	$0.00
Security		1	$0.00
Telephone	$1,650.00	12	$19,800.00
Electricity		12	$0.00
Water		12	$0.00
Sub-Total			**$114,588.72**
Buildout first year only			**25,000.00**
Move first year only.			**7,000.00**
Total			**$146,588.72**

The current facilities of the Department are outdated and do not align with the existing organizational structure. The workspace has multiple walls that obstruct communications between staff members and Divisions, leading to inefficiency and poor performance. Renovation of the current space would be costly and disruptive. The proposed location has an open floor plan with offices to the side to provide a better design for the organizational flow of the three Divisions and employees.

There are some safety concerns with the current office space. The front and back of the building have regular glass which is not designed to withstand any impact and/or leaks. Additionally, the area can get quite dark at night, which can be a concern for individuals who arrive or leave alone. The proposed location has impact glass and a generator to allow emergency operations, and also has an inside door that opens to a well-lit common hallway, making it a safer option.

It has been observed that visitors often have trouble finding the office due to its location. The office is situated in a vast courtyard, making it difficult for patrons to spot the office door from the parking lot. We have received complaints from visitors who have spent a considerable amount of time wandering around the parking lot in search of the office or have gone to the Village Hall to seek directions. The new proposed location offers a clear and easy-to-find entrance with upfront parking.

The current workspace is not satisfactory for the staff as it is too small and lacks privacy, which is affecting their productivity. Additionally, there is no lunchroom or breakroom available for the employees, forcing them to eat at their desks or go out to a restaurant. A functional work environment is essential for an organization to attract and retain the best talent and increase productivity. The proposed location is brighter, possesses a more attractive open space with limited space dividers, has a dedicated lunchroom, and offers the ability to implement an open floor plan.

The current office does not properly represent the Village due to its setup and décor, and there is no way to change this. As a result, visitors do not always have a good first impression. The proposed location will have an updated feel and décor with a modern, clean look. This change will improve the Village's image and assure residents that their money is being well spent.

The Lease is for a term of five years, commencing on January 1, 2024. The initial annual rent is $83,983.00 and increases by four percent (4%) each year.

Legal Review

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

Fiscal Impacts

A cost savings of approximately $31,000 after the first year of the five-year lease agreement.

Recommendation:

Village Staff recommends Village Council consideration and approval of the attached Resolution approving a Lease Agreement with Document Storage Systems, Inc. for 2,827 square feet of office space at 701 U.S. Highway One to house the Community Development Department and authorizing the Village Manager to execute the Lease Agreement 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 LEASE AGREEMENT WITH DOCUMENT STORAGE SYSTEMS, INC. FOR 2,827 SQUARE FEET OF OFFICE SPACE AT 701 U.S. HIGHWAY ONE FOR THE COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Administration has negotiated a five-year Lease Agreement with Document Storage Systems, Inc. for 2,827 square feet of office space at 701 U.S. Highway One to house the Village's Community Development Department; and

WHEREAS, the Village Council determines that the approval of the Lease Agreement 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 five-year Lease Agreement with Document Storage Systems, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Lease Agreement on behalf of the Village.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

GROSS OFFICE BUILDING LEASE

THIS LEASE AGREEMENT (sometimes hereinafter referred to as the "**Lease**") dated this 1st day of January, 2024, by and between DOCUMENT STORAGE SYSTEMS, INC., a Missouri corporation, (hereinafter called "**Lessor**"), whose address for purposes hereof is 12575 U.S. Highway One, Suite 200, Juno Beach, FL 33408, and Village of North Palm Beach (hereinafter called "**Lessee**"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 501 U.S. Highway One, North Palm Beach, Florida 33408.

W I T N E S S E T H

1. **LEASED PREMISES**: Subject to and upon the terms, provisions, covenants and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Lessor does hereby lease, demise and let to Lessee and Lessee does hereby lease, demise and let from Lessor those certain Premises (hereinafter sometimes called the "**Premises**" or "**Leased Premises**") known as **Suite 100**, in that certain building located at **701 U.S. Hwy. One, N. Palm Beach, Florida** (the building and related land is the "**Property**") and situated as shown in the "Floor Plan Suite 100" attachment to this Lease. Leased Premises are more specifically defined as **2,827 net rentable square feet of office space**. Total building area equals 46,639 rentable square feet.

2. **TERM**: This Lease shall be for a term of **Five (5) years**, commencing on the 1st day of January, 2024 and terminating on the 31st day of December, 2029 (said applicable term being hereinafter referred to as the "**Lease Term**" or "**Term**").

3. **RENT**: Lessee agrees to pay Lessor an initial annual rent of **$29.00 per net rentable square foot of office space** ("**Rent**"), which Rent shall initially be equal to **EIGHTY-ONE THOUSAND, NINE HUNDRED EIGHTY-THREE AND 00/100 DOLLARS ($81,983.00)**. Said Rent in equal monthly installments of **SIX THOUSAND EIGHT HUNDRED THIRTY-ONE AND 92/100 DOLLARS ($6,831.92)**, and any sums due and owing under Section 6, plus applicable state taxes is due and payable monthly in advance. Said sums shall be due and payable on the first day of each and every calendar month during the Term of this Lease, until such time as the Rent amount is increased, due to annual increases in accordance with Section *5.* Said rent payments shall be made by Lessee without any demand, notice, offset or deduction whatsoever, in lawful (legal tender for public or private debts) money of the United States of America, at the address of Lessor or elsewhere as designated from time to time by Lessor's written notice to Lessee. Other than Rent described in this Section 3, any and all amounts due under the Lease shall be deemed "Additional Rent," including but not limited to, late charges.

4. **SECURITY DEPOSIT**: Lessee concurrently with signing of this Lease will deposit with Lessor the sum of **THIRTEEN THOUSAND SIX HUNDRED SIXTY-THREE AND 84/100 DOLLARS ($13,663.84),** allocated as $6,831.92 for first month's rent and $6,831.92 toward last month's rent, which sum shall be retained by Lessor as security for the payment by Lessee of the Rents and all other payments herein agreed to be paid by Lessee and for the faithful performance by Lessee of the terms, provisions, and conditions of this Lease.

It is agreed that Lessor, at Lessor's option, may at the time of any default (beyond applicable notice and cure periods) by Lessee under any of the terms, provisions, covenants, or conditions of this Lease, apply said sum or any part thereof towards the payment of the Rent, and all other sums payable by Lessee under this Lease shall thereby be discharged only *pro tanto*; that Lessee shall remain liable for any amounts that such sum shall be insufficient to pay; that Lessor may exhaust any or all rights and remedies against Lessee before resorting to said sum, but nothing herein contained shall require or be deemed to require Lessor to do so; that in the event the Security Deposit shall not be utilized by any such purpose, then such deposit shall be returned by Lessor to Lessee within thirty (30) days after the expiration of the Term of this Lease and Lessee's vacation of the Leased Premises, or the determination and payment of the amounts due under this Lease, if any, whichever later occurs. Lessor shall not be required to pay Lessee any interest on said

security deposit unless required to do so by law.

5. COST OF LIVING INCREASE: The Rent shall be increased by **four percent (4%)** over the prior year's Rent on the annual anniversary of the commencement of the Term.

6. REPAIRS, MAINTENANCE AND OPERATING COSTS: The parties hereto acknowledge and agree that it is the intent of the Lessor and the Lessee, that notwithstanding anything to the contrary in this Lease, this Lease is a gross lease. Lessee shall, at all times during the Term, and at its own cost and expense, put, keep, and maintain in thorough repair and in good, safe and substantial order and condition, all improvements of the Leased Premises, which are dedicated in use to the Leased Premises, in existence at the commencement of the Term and thereafter erected in the Leased Premises, or fanning a part thereof, and their full equipment and appurtenances, whether or not necessitated by wear, tear or defects, and shall use all reasonable precautions to prevent waste, damage or injury. Lessee will replace at its own expense any and all broken glass in and about said Leased Premises caused by the negligent or wrongful acts of Lessee.

Lessee shall not be responsible for any costs relating to the maintenance, or operation of common areas of the Property unless caused by the negligent or wrongful acts of Lessee, in which case Lessee is responsible for such costs. For the purposes of this Section 6, maintenance and operating costs ("CAM" or "Maintenance and Operating Costs") shall mean the costs incurred by Lessor in maintaining, replacing, and operating common areas of the Property, of which the Leased Premises is a part, and shall include, but not be limited to, common area HVAC systems and equipment, common area utilities, property management, parking lot maintenance, pest control, elevator and telephone maintenance, accounting, cable, security, generator maintenance and operation, grounds maintenance, common area maintenance and repair expense, supplies, water/sewer service to the Property, sanitation pick-up, real estate taxes and property insurance (see Section 45 below), and, in general, all common area costs and expenses.

6 (a). HVAC: During the Term of this Lease and any extensions thereof, Lessor shall inspect, repair, and maintain in good operating condition, all HVAC systems and equipment which service the Leased Premises. Thermostats for heating and air-conditioning of Lessee's space, shall be located within the Leased Premises. Lessee represents to Lessor that the manner in which the thermostat and HVAC system currently exists for the Leased Premises at the commencement of the Term is acceptable to Lessee and in compliance with this Section 6(a). Lessee shall comply with any governmental mandates regarding temperature control that may be published or required by government, from time to time. Notwithstanding anything to the contrary herein, Lessor will be responsible for maintaining the HVAC system and to make such repairs to maintain the HVAC system. In no event shall Lessee be responsible to replace any part of the HVAC system and equipment.

7. OTHER UTILITIES AND SERVICE: All charges and expenses for utilities and services, used upon and in connection with the Leased Premises shall be paid by the Lessor. Lessee shall be responsible for any telephone, cable, pest control, and interior janitorial services for the Leased Premises.

8. USE: The Lessee will use and occupy the Leased Premises for the following use or purpose and for no other use or purpose: **Community Development Department of the Village of North Palm Beach**.

9. IMPROVEMENTS: Lessee will not make any changes to the interior improvements to the Leased Premises unless approved by Lessor, which approval may be granted or denied at Lessor's sole discretion. If approved by Lessor, any changes shall be constructed in accordance with plans and specifications provided by Lessee to Lessor.

At the end of the Lessee's occupancy of the Leased Premises, at Lessor's option, all of Lessee's computer, data, and communications wiring, and any temporary fixtures of any kind, will be removed at Lessee' s expense, and any resulting damage will be repaired to reasonable commercial standards.

All Lessee improvements, structural, or permanent in nature, including all modular

furniture/workstations, made to the Leased Premises shall be the property of the Lessor during the Term of this Lease and shall remain the property of the Lessor upon the expiration or earlier termination of this Lease.

10. GUARANTIES: N/A

11. POSSESSION AND COMMENCEMENT OF RENT: This Lease shall commence on **January 1, 2024**.

12. LESSEE'S RIGHTS AND RESTRICTIONS AS TO BUSINESS SIGNS: Lessee or Lessee's designee may, at Lessee's own expense, erect or place, a sign concerning its business, of a quality and in a manner approved in writing by Lessor, and based on Lessor's building standard, in the directory board on the first floor. The maintenance of such signs shall be kept in a good state of repair and Lessee shall repair any damage that may have been done to the Premises by Lessee's erection, existence or removal of such signs. At the end of the Term, Lessee shall remove any signs installed by or for Lessee at its expense. Except as provided above, no sign, notice or other advertisement shall be inscribed, painted, affixed or displayed on any of the windows or on the exterior of any of the doors of the subject Premises, nor anywhere outside the Leased Premises without prior written consent of Lessor or its agents. Lessor's consent may be granted or denied at Lessor's sole discretion. It is understood, that all exterior signs are subject to regulation and approval by the Village of N. Palm Beach, Florida.

13. CONDITION OF PREMISES: Lessee accepts the Leased Premises in its "As Is, Where Is" condition. Lessee hereby accepts all locational and site conditions, including but not limited to entrance ways, doorways, parking, lighting, and local traffic patterns. Any changes in locational and site conditions mandated by governmental authorities or future development shall not be cause for Lessee's failure to faithfully perform its obligations under this Lease.

14. QUIET POSSESSION: Upon payment by Lessee of the Rent and Additional Rent herein provided and upon the observance and performance of all terms, provisions, covenants and conditions on Lessee's part to be observed and performed, Lessee shall, subject to all of the terms, provisions, covenants and conditions of this Lease Agreement, peaceably and quietly hold and enjoy the Leased Premises for the Term hereby leased. Lessor will not intentionally interfere with Lessee's beneficial enjoyment of the Leased Premises. Lessor further agrees that it will not cause the Leased Premises to be rendered unsafe, unfit, or unsuitable for occupancy, in whole or in substantial part, for the purposes for which it was leased. Lessee shall have access to the Leased Premises and the parking, 24 hours per day, seven days per week, each day of the year-

15. LESSEE ELECTRICAL: Lessee shall use only office machines and equipment that operate on the building's standard electric circuits, but which in no event shall overload the building's standard electric circuits from which the Lessee obtains electric current or which will, in the opinion of Lessor, interfere with the reasonable use of the building by Lessor or other lessees or which shall create a hazard within the Leased Premises. Lessee shall comply with all governmental mandates regarding temperature control.

16. CHARGES FOR SERVICE: It is understood and agreed upon between Lessor and Lessee hereto that any charges against Lessee by Lessor for services or for work done on the Leased Premises by order of Lessee, or otherwise accruing under this Lease, shall be considered as Additional Rent due and shall be included in any lien for Additional Rent.

17. DEFAULTS:

A. NON-PAYMENT: Lessee agrees that Lessee will promptly pay said Rent and Additional Rent at the times and place stated herein; that Lessee will pay charges for work performed on order of Lessee, and will pay any other charges that accrue under this Lease. Lessee shall be required to pay Lessor a late charge equal to ten percent (10%) on any Rent or Additional Rent due that remains unpaid ten (10) days after said Rent or Additional Rent is due. Said late charge shall be deemed Additional Rent

and shall be treated as such in any lien for Additional Rents due.

Faithful payment by Lessee of the Rent and Additional Rent at the time stated shall be of essence in the performance of this Lease, and should said Rent and Additional Rent herein provided at any time remain due and unpaid for a period of thirty (30) days after Lessee's receipt of written notice of late payment from Lessor, then Lessor may declare Lessee to be in default, and Lessor may immediately reenter upon said Premises, and Lessor shall have the option of declaring the balance of the entire Rent and Additional Rent for the remainder of the entire Term due and payable, and Lessor may then proceed to collect all of the unpaid rent called for by this Lease by distress or otherwise. Further, if Lessee fails to timely pay any Rent and Additional Rent due, on more than two (2) occasions within any six-month period, then, no further notice need be given to Lessee prior to declaring Lessee in default for failure to make any future payments.

B. NON-MONETARY: If Lessee shall fail to perform any of the terms, provisions, covenants, or conditions of this Lease other than as described in Section 17.A, on Lessee's part to be performed; or, if this Lease, or the Term thereof, be sublet, assigned, transferred or pass to or devolve upon anyone other than Lessee, by dissolution of the Lessee, sublease, assignment, operation of law, or otherwise, except as permitted herein, then, and in any such event, this Lease, at Lessor's option, shall terminate and end thirty (30) days after Lessor has given Lessee written notice of such act, condition, or default, and Lessee has failed to cure or remedy such act, condition, or default, (except that if Lessee is diligently pursuing such cure, and Lessor is not materially harmed by the failure to cure within said 30 days, then Lessee shall have such additional time as needed to obtain such cure provided Lessor is not materially harmed by such delay) then Lessee hereby agrees immediately then to quit and surrender said Leased Premises to Lessor; but this shall not impair or affect Lessor's right to maintain summary proceeding for the recovery of the possession of the Leased Premises. If the Term of this Lease shall be so terminated, Lessor may immediately, or at any time thereafter, re-enter or re-possess the Leased Premises, and remove all persons and property therefrom, without being liable for trespass or damages.

C. OTHER: Lessor shall have all other remedies provided for in this Lease, at law, and in equity, including injunctive relief.

18. ALTERATIONS AND REPAIRS: Lessee will, at Lessee's own expense, keep the Leased Premises in good repair and tenantable condition during the Lease Term (as required by Section 6 of this Lease) and will replace at its own expense any and all broken glass, in and about said Leased Premises caused by Lessee's negligence or wrongful act. Lessee will make no alteration, additions or improvements, in or to the Leased Premises without the written consent of Lessor, which may be withheld in Lessor's sole discretion. Under no circumstances, shall Lessee perform or cause to be performed, any demolition of interior walls or structural components of the Leased Premises, without the written consent of the Lessor which may be withheld in Lessor's sole discretion. All improvements shall be properly permitted, and performed by licensed and insured contractors and sub- contractors.

It is further agreed that this Lease is made by the Lessor and accepted by the Lessee with the distinct understanding and agreement that the Lessor shall have the right and privilege to make and build additions to the building of which the Leased Premises are a part, and make such alterations and repairs to said building as it may deem wise and advisable without any liability to the Lessee therefor. Lessor has the right to make such repairs provided said repairs do not interfere with the Lessee's use and enjoyment of the Premises.

19. LIENS: Lessee further agrees that Lessee, to the extent permitted by law, will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, resulting from work done or materials furnished at the request or instruction of Lessee, and will indemnify Lessor against all reasonable expenses, costs and charges, including bond premiums for release of liens and attorney's fees reasonably incurred in and about the defense of any suit in discharging the said Premises or any part thereof from any liens, judgments or encumbrances caused by Lessee. In the event any such lien

shall be made or filed, Lessee shall bond against or discharge the same within ten (10) days after the same has been made or filed, and Lessee has received notice of lien from Lienor or Lessor. It is understood and agreed between the Parties hereto that the expenses, costs and charges above referred to shall be considered as Additional Rent due and shall be included in any lien for Additional Rent.

The Lessee herein shall not have any authority to create any construction liens on the Lessor's interest in the Leased Premises and all persons contracting with the Lessee for the destruction or removal of any facilities or other improvements or for the erection, installation, alteration or repair of any facilities or other improvements on or about the Leased Premises, and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look only to the Lessee's interest in the Leased Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Lessee. Lessor may record in the public records of Palm Beach County, Florida a memorandum of Lease related to this Section.

20. PARKING: All parking spaces shall be shared in common with all other tenants in the building on a first come basis except that Lessor retains exclusive control and management of the parking lot and the right to grant exclusive usage of certain parking spaces to Lessor and Lessor's other tenants, provided the Lessee has at all times the right to the nonexclusive use of parking spaces meeting the requirements of governmental regulations for Lessee's square footage. Notwithstanding anything to the contrary herein Lessee shall be entitled to have the exclusive rights for Lessee and its employees to use twenty (20) parking spaces. The location of such parking spaces shall be mutually agreed upon between Lessee and Lessor.

21. SNDA/ESTOPPEL: In the event of a sale of the Property or that permanent mortgage financing is placed on the Property, at any time now or in the future, or if any existing or future mortgage is subsequently renegotiated or refinanced, and for any other reason, then Lessee agrees to provide, within *5* business days of request by Lessor, a "commercially reasonable" Subordination Non-Disturbance Agreement (SNDA), and/or Estoppel Letter, in form satisfactory to Lessor's lender, and executed by Lessor's lender, certifying in addition to other things: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications that the Lease, as modified, is in full force and effect and stating the modifications); (b) the dates to which the Rent and other charges have been paid; and (c) that Lessor and Lessee are not in default under any provisions of this Lease, or if in default, the nature thereof in detail. Lessee agrees to cooperate with Lessor, with regard to requests for SNDA/Estoppel Certificates by Lessor' s lender(s) or any prospective purchaser of the Property.

22. ASSIGNMENT BY LESSOR: If the interests of Lessor under this Lease shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any first mortgage on the Leased Premises, Lessee shall be bound to such transferee (herein sometimes called the "Purchaser"), for the balance of the Term hereof remaining and any extensions or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the Lessor under this Lease, and Lessee does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its Lessor, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the Lessor under this Lease. The respective rights and obligations of Lessee and the Purchaser upon such attornment to the extent of the then remaining balance of the Term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of Lessor's interest, Lessor shall be released and relieved from all liability and responsibility thereafter accruing to Lessee under this Lease or otherwise and Lessor's successor by acceptance of Rent from Lessee hereunder shall become liable and responsible to Lessee in respect to all obligations of the Lessor under this Lease.

23. ASSIGNMENT BY LESSEE: Without the written consent of Lessor first obtained in each case, which consent may be granted or denied at Lessor's sole discretion, Lessee shall not sublet, assign, transfer, mortgage, pledge, or otherwise encumber or dispose of this Lease for the Term

hereof, or any part thereof or permit the Leased Premises to be occupied by other persons. Any assignment or sublet does not release Lessee from full responsibility in accordance with the terms and conditions set forth in this Lease. In the event of such assignment or sublet, it will be the responsibility of Lessee to assure the existence and maintenance of current and valid occupational permits and general liability insurance for every occupant of the Leased Premises. If this Lease is assigned, or if the Leased Premises or any part thereof are underlet or occupied by anybody other than the Lessee, the Lessor may after default by the Lessee collect or accept Rent and Additional Rent from the assignee, under Lessee, or occupant and apply the net amount collected or accepted to the Rent and Additional Rent herein reserved, but no such collection or acceptance shall be deemed a waiver of this covenant or the acceptance of the assignee, Sub- Lessee or occupant as Lessee, nor shall it be construed as, or implied to be, a release of the Lessee from the further observance and performance by the Lessee of the terms, provisions, covenants and conditions herein contained. Any costs incurred by Lessor arising from Lessee's assignment, including attorney's fees shall be paid by Lessee.

24. SUCCESSORS AND ASSIGNS: All terms, provisions, covenants and conditions to be observed and performed by Lessee shall be applicable to and binding upon Lessee's respective heirs, administrators, executors, successors and assigns, subject, however, to the restrictions as to assignment or subletting by Lessee as provided herein. All expressed covenants of this Lease shall be deemed to be covenants running with the land.

25. INSURANCE:

A. Lessee shall, during the entire Term hereof, at its sole cost and expense, provide and keep in full force and effect a policy of Commercial General Liability insurance covering the Leased Premises, in an amount of not less than $1,000,000.00 combined single limit liability for bodily injury and property damage.

Lesse shall provide a certificate of insurance evidencing such coverage. The certificate shall contain a clause that the insurance will not be canceled or reduced below the limits stated herein without first giving the Lessor thirty (30) days prior written notice. The insurance shall be provided by a nationally recognized and AM. Best rated A-, X or better insurance company, which insurance company shall provide Lessor a true and certified copy of said policy or certificate of insurance.

B. Lessee agrees to pay any increase in premiums for fire and extended coverage insurance that may be charged during the Term of this Lease resulting from the type of activity or merchandise stored, distributed or sold by Lessee in the Leased Premises, whether or not Lessor has consented to the same. Bills for such additional premiums shall be rendered by Lessor to Lessee at such times as Lessor may elect, and shall be due from, and payable by, Lessee when rendered, and the amount thereof shall be deemed to be, and be paid, as Additional Rent.

C. Lessee hereby waives any and all rights of recove1y against the Lessor, its officers, employees and agents, for loss occurring to the Premises covered by its insurance required by this Lease.

26. INDEMNIFY LESSOR: In consideration of said Premises being leased to Lessee for the above Rent, Lessee agrees:

(i) that Lessee, at all times, will indemnify and keep harmless Lessor from all losses, damages, liabilities and expenses, which may arise or be claimed against Lessor, except for damages resulting from Lessor's negligence, fault, acts, omissions, or willful misconduct, and be in favor of any persons or entities, for any injuries or damages to the person or property of any persons or entities, consequent upon or arising from the use or occupancy of said Premises or the Property by Lessee, or consequent upon or arising from any acts, omissions, neglect or fault of Lessee, his agents, servants, employees, licensees, visitors, customers, patrons or invitees, or consequent upon or arising from Lessee's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided; and

(ii) that Lessor shall not be liable to Lessee for any damages, losses or injuries to the persons or property of Lessee which may be caused by the acts, neglect, omissions or faults of any persons or entities, except when such injury, loss or damage results from negligence, acts, omissions or willful misconduct of Lessor, his agents or employees; and the Lessee will indemnify and keep harmless Lessor from all damages, liabilities, losses, injuries or damages to the person or property of any persons or entities, where said injuries or damages arose about or upon said Premises or the Property, as a result of the negligence or wrongful intentional acts of Lessee, his agents, employees, servants, licensees, visitors, customers, patrons and invitees.

(iii) Notwithstanding the foregoing, Lessee shall not be responsible to indemnify Lessor or any other person with respect to any claim referred to in this Section 26 (including but not limited to any claim for any damages, attorneys' fees, costs or otherwise) that exceeds the per person and per incident sovereign immunity caps set forth in section 768.28(5), Florida Statutes, as may be amended from time to time.

All personal property placed or moved into the Leased Premises or Property shall be at the risk of Lessee or the owners thereof, and Lessor shall not be liable to Lessee for damages to said personal property. Lessee shall maintain at all times during the Term of this Lease an insurance policy or policies in an amount or amounts sufficient to indemnify Lessor and to pay Lessor's damages, if any, resulting from any matter set forth hereinbefore in this Section 26.

27. GOVERNMENTAL REGULATIONS: Lessee shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and codes and slate, local and federal statutes or laws, rules, regulations or other governmental requirements now in force or which may hereafter be in force.

28. FIRE OR CASUALTY: In the event the building, in which the Leased Premises are located, shall be destroyed, or so damaged, or injured by fire or other casualty during the Term whereby the same shall be rendered untenantable, the Lessor shall have the right to render such building tenantable by repairs within one hundred and twenty (120) days therefrom. If a minimum of 70% of said Premises are not rendered tenantable within same time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation, the Rent and Additional Rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. During any time that the Leased Premises are untenantable due to causes set forth in this Section, the Rent and Additional Rent or a just and fair proportion thereof shall be abated.

Lessor shall not be required to restore fixtures or improvements installed by Lessee either at the commencement of the Lease or during the leasehold term. In no circumstances will Lessor be responsible for acts beyond their control.

29. WAIVER OF CLAIMS: Lessor and Lessee agree that, with respect to claims, actions, damages, liability, and expense, for which insurance coverage is carried hereunder, each shall seek recovery under its insurance policy, and pursuant to its rights as an additional insured or loss payee under the policies of the other.

30. EMINENT DOMAIN: If any part of the Leased Premises is taken by condemnation or Eminent Domain, the Lessee may elect to Terminate this Lease or continue same in effect and if the Lessee elects to continue this Lease, the Rent and pro rata expenses shall be reduced in proportion to the area of the Leased Premises so taken and Lessor shall repair any damage to the Leased Premises resulting from such taking. All sums awarded or agreed upon between Lessor and the condemning authority for the taking of the .interest of Lessor and/or Lessee, whether as damages or as compensation, and whether for partial or total condemnation, will be the properly of Lessor. If this Lease should be Terminated under any provision of this Section, Rent and Additional Rent shall be payable up to the date that possession is taken by the taking authority, and Lessor will refund to Lessee any prepaid unaccrued Rent and Additional Rent less any sum or amount then owing by Lessee to Lessor.

31. **ABANDONMENT**: If, during the Term, Lessee shall abandon, vacate or remove from the Leased Premises the major portion of the goods, wares. equipment or furnishings usually kept on said Leased Premises, or shall cease doing business in said Leased Premises, or shall suffer the Rent or Additional Rent to be in arrears, Lessor may, at its option, cancel this Lease by written notice to Lessee at Lessee's address as provided in Section 34, or Lessor may enter said Leased Premises as the agent of Lessee by force or otherwise, without being liable in any way therefore, and relet the Leased Premises with or without any furniture that may be therein as the agent of Lessee, at such price and upon such terms and for such duration of time as Lessor may determine and receive the Rent and Additional Rent therefore, applying the same to the payment of the sums due by Lessee, and if the full Rent and Additional Rent herein provided shall not be realized by Lessor over and above the expense to Lessor of such reletting and the amounts due Lessor for Lessee's default under this Lease, Lessee shall pay any deficiency. Notwithstanding the forgoing, Lessee shall have 15 days from receipt of written notice in accordance with the Terms of this section, to cure any default under this section 31. Notwithstanding any of the foregoing, provided that this Lease is in good standing, and Lessee is not in default of any other Terms and conditions, this section shall not apply.

32. **BANKRUPTCY**: If a bankruptcy proceeding is filed against Lessee, and such proceeding is not dismissed within 90 days of such filing, Lessee shall be deemed in default under this Lease. Additionally, if Lessee shall be adjudicated bankrupt or insolvent or take the benefit of any federal reorganization or composition proceeding or make a general assignment or take the benefit of any insolvency law; or, if Lessee's leasehold interest under this Lease shall be sold under any execution or process of law; or if a trustee in bankruptcy or a receiver be appointed or elected or bad for Lessee (whether under Federal or State Laws); then and in any such event this Lease, at Lessor's option. shall terminate and end five (5) days after Lessor has given Lessee written notice of such act, condition or default and Lessee hereby agrees immediately then to quit and surrender said Leased Premises to Lessor; but this shall not impair or affect Lessor's right to pursue a default under this Lease.

33. **ASSIGNMENT OF CHATTELS**: Lessee hereby pledges and assigns to Lessor as security for the payment of any and all Rental or other sums or amounts provided for herein, all of the furniture, fixtures, goods and chattels of Lessee which shall or may be brought or put on or into said Leased Premises, and Lessee agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of the Lessor.

34. **RIGHT OF ENTRY**: Lessor, or any of his agents, upon reasonable notice, shall have the right to enter the Leased Premises during all reasonable hours, to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation thereof, or of said building, or to exhibit said Leased Premises at any time within one hundred eighty (180) days before the expiration of this Lease. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease.

35. **NOTICES**: Any notices required by this Lease, shall be in writing and shall be sent by certified mail or overnight delivery service. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent.

Notices to Lessor shall be sent to:
Legal Department
Document Storage Systems, Inc.
12575 U.S. Highway One, Suite 200
Juno Beach, FL 33408

Notices to Lessee shall be sent to:
Office of the Village Manager
Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, FL 33408

36. RULES AND REGULATIONS: Lessee agrees to comply with all reasonable rules and regulations Lessor may adopt from time to time for operation of the Property and protection and welfare of the Property, its Lessees, visitors and occupants. The present rules and regulations, with which Lessee hereby agrees to comply, entitled, "Rules and Regulations" are attached hereto and are by this reference incorporated herein. Any future rules and regulations shall become a part of this Lease and Lessee hereby agrees to comply with the same upon delivery of a copy thereof to Lessee, providing the same are reasonable and do not deprive Lessee of its rights established under this Lease.

37. HAZARDOUS AND/OR INDUSTRIAL MATERIALS: Lessee agrees that it will not discharge any Hazardous Substances, into or upon the land, water or air of the Property and will not allow any such Hazardous Substances on the Property other than ordinary office supplies that arc handled in accordance with the applicable federal, state or local law. Any and all such Hazardous Substances shall be stored and managed in a manner that will prevent their release to the environment during use, fire spillage or other accidental occurrence. Hazardous Substances shall be transported to and from the site in a manner consistent with the directives of local, state and federal regulatory authorities. Lessee further agrees that it will not discharge any Hazardous Substances into any sewer system serving the Leased Premises (or the Property), that are in excess of the published pretreatment standards of Seacoast Utilities, Inc. or any other utility serving the Leased Premises without first obtaining written authorization from the responsible utility and any regulatory authorities having jurisdiction. For the purposes of this Section 37, Hazardous Substances shall mean those hazardous substances or waste described in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 USC #9601, Et Seq., as amended, or as described by any successor Statute, or in any other applicable federal, state or local law.

38. RADON GAS: Radon is a naturally occurring gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

39. MOLD DISCLOSURE: Mold, and other micro-organisms such as bacteria and dust mites are naturally occurring, ubiquitous substances. Mold and other micro-organisms are found both indoors and outdoors. The presence of mold or other microbial substances may cause property damage or health problems. Lessee acknowledges that Lessee shall undertake the following efforts to retard and prevent mold and microbial substances from accumulating or growing within the Premises:

(1) To the extent the same shall be subject to the control of Lessee, maintaining appropriate climate control within the Premises through the proper use of the HVAC system to maintain temperature and humidity levels not conducive to the growth of mold, bacteria or other microbial contamination.

(2) Removing visible moisture accumulations on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible.

(3) Not blocking or covering any heating ventilating or air conditioning ducts within the Premises or modifying the adjustment of supply register, return register or duct louvers or dampers.

Lessee shall report immediately in writing to Lessor any evidence of mold or of a water leak or excessive moisture within the Premises or the building of which the Lessee becomes aware. Should Lessee desire a mold inspection or additional information about mold and other microbial substances, Lessee should contact a professional in this field.

40. SURRENDER OF PREMISES: Lessee agrees to surrender to Lessor, at the end of the Term of this Lease and/or upon any cancellation of this Lease, said Leased Premises in as good condition as said Leased Premises were at the beginning of the Term of this Lease, ordinary wear and tear and damage by fire or other casually not caused by Lessee's negligence, excepted. Lessee agrees that if Lessee does not surrender said Leased Premises to Lessor at the end of the term of this Lease, then Lessee will pay to Lessor

two (2) times the monthly rent paid in the final month of Lessee's term hereunder for each month that Lessee holds over.

No receipt of money by Lessor from Lessee after termination of this Lease or the service of any notice of commencement of any suit of final judgment for possession shall reinstate continue or extend the term of this Lease or affect any such notice, demand, suit or judgment.

No act or thing done by Lessor or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the Leased Premises and no agreement to accept a surrender of the Leased Premises shall be valid unless it be made in writing and subscribed by a duly authorized officer or agent of Lessor.

41. PRIOR OCCUPANCY: Lessee and Lessor acknowledge that Lessee has been in occupancy prior to Lessor's purchase of the property in which the Leased Premises are a part, but this Lease shall not be deemed to have commenced prior to the date specified herein for commencement.

42. WAIVER OF TRIAL BY JURY: It is mutually agreed by and between Lessor and Lessee that the respective Parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matter arising about, of or in any way connected with this Lease, the relationship of Lessor and Lessee and Lessee's use of or occupancy of the Premises. Lessee further agrees that it shall not interpose any counterclaim or counterclaims in a summary proceeding or in any action based upon non-payment of rent or any other payment required of Lessee hereunder.

43. ATTORNEY'S FEE: In the event it should become necessary for either party hereto to enforce any of its rights hereunder, the prevailing party shall be entitled to recover reasonable attorney's fee together with all costs incurred, including through Appellate Court.

44. ATTORNMENT: In the event that permanent mortgage financing is placed on the Premises or Property, at any time in the future, or if said mortgage is subsequently renegotiated or refinanced, then Lessee agrees to provide, within *5* business days of request by Lessor, a Consent and Attornment Agreements in commercially standard form, as required.

45. TAXES AND INSURANCE: For the purposes of this Lease only, the following words and Terms shall have the following meaning:

(A) "Real Estate Taxes" shall mean ad valorem and non ad valorem taxes, and any governmental assessments included in the annual Real Estate Tax bill.

(B) "Insurance" shall mean all reasonable insurance policies of every nature maintained by Lessor on the Property.

46. BROKERS: It is mutually agreed that neither party has dealt with any real estate agents or brokers in connection with this Lease.

47. TIME: It is understood and agreed between the Parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

48. FORCE MAJEURE: Whenever a period of time is herein prescribed for action to be taken by either party to this Lease, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period, any delays, due to strikes, riots, acts of God, shortages of labor or materials, theft, crime, fire, public enemy, injunction, insurrection, court order, requisition of governmental body or authority, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever, which are beyond the control of Lessor.

49. CONSTRUCTION: This Lease shall be construed in accordance with the Laws of the State of Florida, with venue laid in Palm Beach County, Florida.

50. DRUG FREE ENVIRONMENT: Lessee acknowledges that it understands that

Lessor wishes to promote a Drug Free working environment and Lessee will do all that it can to keep illegal drugs, chemical substances and paraphernalia from the subject property. Lessee will not knowingly allow any person to use or possess any illegal substance on the subject properly. Knowledgeable violation of this policy, at the discretion of the Lessor, shall constitute a default of this Lease.

51. LEASE VALIDITY: The submission of this Lease for examination and/or execution by Lessee does not constitute a reservation of or option for the Leased Premises for the benefit of Lessee and this Lease shall have no force or validity unless and until duly executed by Lessor and delivered by Lessor to Lessee.

52. PARTIAL INVALIDITY: If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall nonetheless continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

53. EQUIPMENT & UTILITY INTERRUPTIONS: Lessor may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work requiring such interruptions. Lessor shall act with customary diligence in making repairs and reconnections, and shall provide two (2) business days' prior notice to the Lessee, except in the case of an emergency. Any interruption in the utilities caused by Lessor, lasting for more than two (2) entire days consecutively, will result in an abatement of Rent to the Lessee.

54. OPTION TO EXPAND: This paragraph has been intentionally deleted.

55. OPTION TO EXTEND: This paragraph has been intentionally deleted.

56. CONSTRUCTION: Lessor and Lessee have reviewed this Lease and the rule of Construction that ambiguities are to be resolved against the party drafting this Lease shall not apply.

58. WAIVER: Failure of Lessor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Lessor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity. No waiver by Lessor of a default by Lessee shall be implied, and no express waiver by Lessor shall affect any default other than the default specified in such waiver and that only for the time and extension therein stated.

No waiver of any term, provision, condition or covenant of this Lease by Lessor shall be deemed to imply or constitute a further waiver by Lessor of any other term, provision, condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

60. CONTROL OF COMMON AREAS AND PARKING FACILITIES BY LESSOR: All automobile parking areas, driveways, entrances and exits thereto, common areas and other facilities furnished by Lessor, including all parking areas, truck way or ways, loading areas, pedestrian walkways and ramps, landscaped areas, stairways, corridors, common areas and other areas and improvements provided by Lessor for general use, in common, of tenants, their officers, agents, employees, servants, invitees, licensees, visitors, patrons and customers, shall be at all times subject to the exclusive control and management of Lessor and Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas and improvements; to police same; from time to time to change the area, level and location and arrangement of parking areas and other facilities hereinabove referred to; to discourage non-Lessee parking; and to do and perform such other acts in and to said areas and improvements, as, in the sole judgment of Lessor, the Lessor shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees, servants, invitees, visitors, patrons, licensees and customers, Lessor will operate and maintain the common areas and other facilities referred to in such reasonable manner as Lessor shall determine from

time to time. Without limiting the scope of such discretion, Lessor shall have the full right and authority to designate a manager of the parking facilities and/or common areas and other facilities who shall have full authority to make and enforce rules and regulations regarding the use of the same or to employ all personnel and to make and enforce all rules and regulations pertaining to and necessary for the proper operation and maintenance of the parking areas and/or common areas and other facilities. Reference in this Paragraph to parking areas and/or facilities shall in no way be construed as giving Lessee hereunder any rights and/or privileges in connection with such parking areas and/or facilities unless such rights and/or privileges are expressly set forth in Paragraph 20 hereof.

61. TAXES ON LESSEE'S PERSONAL PROPERTY: Lessee shall be responsible for and pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Lessee.

62. SEVERABILITY. If any term, provision, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such terms, provisions, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, provisions, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Florida.

63. TENDER AND DELIVERY OF LEASE INSTRUMENT: Submission of this instrument for examination does not constitute an offer, right of first refusal, reservation of or option for the Leased Premises or any other space or premises in, on or about the building. This instrument becomes effective as a Lease upon execution and delivery by both Lessor and Lessee.

64. WRITTEN AGREEMENT: This Lease contains the entire agreement between the Parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by Lessor and Lessee. No surrender of the Leased Premises or of the remainder of the terms of this Lease shall be valid unless accepted by Lessor in writing. Lessee acknowledges and agrees that Lessee has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

IN WITNESS WHEREOF, the Parties hereto have signed, and delivered this Lease in duplicate at Palm Beach County, Florida on the day and year first above written.

WITNESSES:	**LESSEE:**
_____	By: _____
_____	**LESSOR:**
_____	By: _____
_____	

OFFICE BUILDING

RULES AND REGULATIONS

The following Rules and Regulations, hereby accepted by Lessee, are prescribed by Lessor to enable Lessor to provide, maintain, and operate, to the best of Lessor's ability, orderly, clean and desirable Premises and Property for the lessees therein at as economical a cost as reasonably possible and in as efficient a manner reasonably possible, to assure security for the protection of lessee so far as reasonably possible, and to regulate conduct in and use of said Premises and Property In such manner as to minimize interference by others in the proper use of same by Lessee.

1. Lessee, Its officers, agents, servants and employees shall not block or obstruct any of the entries, passages, doors, elevators, elevator doors, hallways or stairways of building or garage or place, empty or throw any rubbish, litter, trash or material of any nature into such areas, or permit such areas to be used at any lime except for ingress or egress of Lessee, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees.

2. No sign, door plaque, advertisement or notice shall be displayed, painted or affixed by Lessee, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees in or on any part or the inside of Property or Leased Premises without prior written consent of Lessor and then only of such color, size, character, style and material and in such places as shall be approved and designated by Lessor. Signs on doors and entrances to Leased Premises shall be placed thereon by a contractor designated by Lessor and paid for by Lessee. Lessor shall have the right to install signs on the interior or exterior of the building and Leased Premises and/or change the building's name or street address. For installation of signs by Lessee, see Rules and Regulations. Lessee does not have any right to and shall not install any sign on the exterior of the building.

3. Lessor will maintain a Directory Board on the ground floor lobby of the building containing one name for each lessee, subject to additional listings per the above Lease. Additional listing will be limited to only those required by law or to those approved by Lessor.

4. Lessor will not be responsible for lost or stolen personal property, equipment, money or any article taken from Leased Premises or Property regardless of how or when loss occurs.

5. Lessee, shall not bring into the Property any Inflammable fluids or explosives.

6. Lessee, its officers, agents, servants, or employees shall not use Leased Premises or Property for housing, lodging or sleeping purposes. Cooking or preparation of food and refrigeration will be permitted in any employees' kitchen and lounge area located within the Leased Premises provided no odor arising therefrom emits from the Leased Premises.

7. Lessee, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees shall not bring into the Property or Leased Premises or keep on Leased Premises any fish, fowl, reptile, insect or animal or Into the building any bicycle or other vehicle, except baby carriages or wheelchairs, without the prior written consent or Lessor.

8. No additional locks shall be placed on any door in building without the prior written consent of Lessor. Lessor will furnish two keys to each lock on doors In the Leased Premises and Lessor, upon request of Lessee, shall provide additional duplicate keys at Lessee’s expense. Lessor may at all times keep a pass key to the Leased Premises. All keys shall be returned to Lessor promptly upon termination of this Lease.

9. Lessee, its officers, agents, servants, or employees shall do no painting or decorating *in* Leased Premises; or mark, paint or cut into, nor in any way deface any part of Leased Premises or building without the prior written consent of Lessor. If Lessee desires signal, communication, alarm or other utility or service connection Installed or changed, such work shall be done at expense of Lessee with the approval and under the direction of Lessor.

10. Lessor reserves the right to close building at 7:00 p.m., subject, however, to Lessee's right to 24 hour access and to require that person(s) entering the building identify themselves and establish their right to enter or to leave the building.

11. Lessee, its officers, agents, servants and employees shall not permit the operation of any musical or sound producing Instruments or device which may be heard outside Leased Premises, building or parking facilities, or which may emanate

electrical waves which will impair radio or televisions broadcasting or reception from or in building.

12. Lessee, its officers, agents, servants and employees shall, before leaving Leased Premises unattended, close and lock all doors and shut off all utilities; damages resulting from failure to do so shall be paid by Lessee. Each lessee, before the closing of the day and leaving said Leased Premises, shall see that all doors are locked.

13. All plate and other glass now in Leased Premises or building which is broken due to Lessee's negligent or wrongful act and which is not covered by insurance carried by Lessor shall be replaced by and at expense of Lessee under the direction of Lessor.

14. Lessee shall give Lessor prompt notice of all accidents to or defects in air conditioning equipment, plumbing, and electric facilities or any part or appurtenance of Leased Premises.

15. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Lessee who shall, or whose officers, employees, agents, servants, patrons, customers, licensees, visitors, or invitees shall have caused it.

16. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the building, nor placed in the halls, corridors or vestibules without the prior written consent of Lessor.

17. Glass panel doors that reflect or admit light into the passageways or into any place in the building shall not be covered or obstructed by the Lessee and Lessee shall not permit, erect and/or place drapes, furniture, fixtures, shelving, display cases or tables, lights or signs and advertising devices in front of or in proximity or interior and exterior windows, glass panels, or glass doors providing a view into the interior of the Leased Premises unless same shall have first been approved in writing by Lessor.

18. No space on the Property shall, without the prior written consent of Lessor, be used for manufacturing, public sales, or for the sale of merchandise, goods or property of any kind, or auction.

19. Canvassing, soliciting and peddling in the Property is prohibited and each lessee shall cooperate to prevent the same. In this respect, Lessee shall promptly report such activities to the building manager's office.

20. There shall not be used in any space, or in the public halls of the buildings, either by any lessee or by jobbers or others, *in* the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards. Lessee will be instructed to inform all delivery people to use the elevator pads, located in the first floor janitorial closet, for large deliveries.

21. Neither Lessee nor any officer, agent, employee, servant, patron, customer, visitor, licensee or invitee of any lessee shall go upon the roof of the building without the written consent of the Lessor.

22. Lessee shall not place any waste, trash, crates, boxes, etc., in the public hallways or any areas of the Property. Lessee shall insure that all wastes from Leased Premises are disposed of by placing them in the appropriate trash receptacles.

23. Lessees are cautioned in purchasing furniture and equipment that the size is limited to such as can be placed on the elevator and will pass through the doors of the Leased Premises. Large pieces should be made in parts and set up in the Leased Premises. Lessee will be responsible for making sure their vendors use the elevator pads as indicated in paragraph 20 above.

24. Lessee will be responsible for any ordinary damage to the Leased Premises, including carpeting and flooring, as a result of: rust or corrosion of file cabinets; roller chairs; metal objects; or, spills of any type of liquid.

25. If the Premises demised to any Lessee become infested with vermin, such Lessee, at its sole cost and expense, shall cause its premises to be exterminated from time to time, to the satisfaction of Lessor, and shall employ such exterminators therefor as shall be approved by Lessor.

26. Lessee shall not install any antenna or aerial wires, or radio or television equipment, or any other type of equipment, inside or outside of the Property, without Lessor's prior approval in writing and upon such terms and conditions as may be specified by Lessor In each and every Instance.

27. Lessee shall not make or permit any use of Leased Premises or Property which, directly or indirectly, is forbidden

by law, ordinance or governmental or municipal regulation, code or order, or which may be disreputable, or which may be dangerous to life, limb or property.

28. Lessee shall not advertise the business, profession or activities of Lessee in any manner which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining therein, or use the name of the building for any purpose other than that of the business address or Lessee, or use any picture or likeness of building or the building name in any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material, without Lessor's express consent in writing.

29. Lessee, Its officers, agents, employees, servants, patrons, customers, licensees, invitees and visitors shall not solicit business on the Property, nor shall Lessee distribute any handbills or other advertising mailer in automobiles parked In the building's parking facilities.

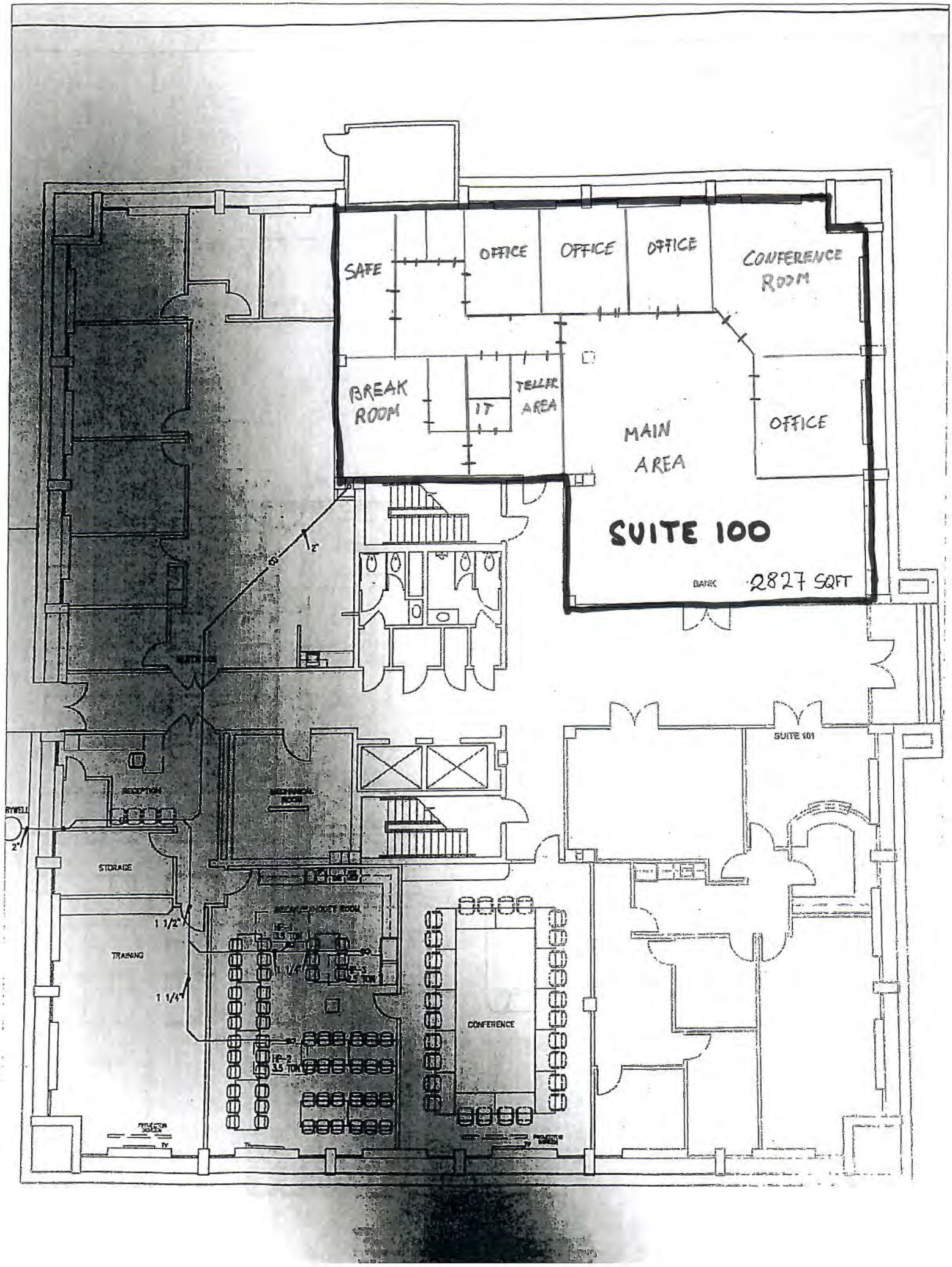
30. Lessee shall not conduct its business and/or control of its officers, agents, employees, servants, patrons, customers, licensees, and visitors in such manner as to create any nuisance, or Interfere with, annoy or disturb any other tenant or Lessor in its operation of the building or commit waste or suffer or permit waste to be committed in Leased Premises or on the Property.

31. Lessee shall permit Lessor, or its agent, to enter Premises upon notice to Lessee to make inspections, repairs, alterations or additions in or to Leased Premises or building, and at any time in event of emergency permit Lessor to perform any acts related to the safety, protection, preservation, retelling, or improvement of Leased Premises or building.

32. Janitorial services and pest control services to the common areas of the building will be provided and paid for by Lessor.

FLOOR PLAN

Suite 100


SAFE
OFFICE
OFFICE
OFFICE
CONFERENCE ROOM
BREAK ROOM
IT
TELLER AREA
MAIN AREA
OFFICE
SUITE 100
BANK
2827 SQFT
SUITE 101
RECEPTION
MECHANICAL ROOM
STORAGE
TRAINING
CONFERENCE
HP-2 3.5 TON

RESOLUTION 2023-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING A SUCCESSOR TO FILL A VACANCY ON THE VILLAGE COUNCIL ON AN INTERIM BASIS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, due to the resignation of Councilman Darryl C. Aubrey on November 16, 2023, the office of Councilmember for Group 3 is currently vacant; and

WHEREAS, Article III, Section 5(c)(1) of the Village Charter provides that if there are less than six (6) months remaining in the unexpired term or if there are less than six (6) months before the next regular village election, the Village Council by a majority vote of the remaining members shall choose a successor to serve until the newly elected council member is qualified; and

WHEREAS, the Village Council wishes to fill the vacant seat on the Village Council on an interim basis until such time as a new Councilmember is elected for Group 3 in accordance with the requirements of the Village Charter.

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

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

Section 2. The Village Council hereby appoints the following person to serve as a member of the Village Council on an interim basis until the newly elected Council member for Group 3 is qualified by election:

_____

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

PASSED AND ADOPTED THIS 14TH DAY OF DECEMBER, 2023.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK