



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, MARCH 14, 2024
7:00 PM

Susan Bickel
Mayor

Deborah Searcy
Vice Mayor

Judy Pierman
President Pro Tem

Vacant
Councilmember

Vacant
Councilmember

Chuck Huff
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

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

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

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

AWARDS AND RECOGNITION

1. Dedication Plaque for Tom Magill
2. Proclamation - International Women's Day
3. Proclamation - Women's History Month

APPROVAL OF MINUTES

4. Minutes of the Regular Session held February 22, 2024

COUNCIL BUSINESS MATTERS

5. ADMINISTRATION OF INTERIM COUNCILMEMBER OATHS

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.

- 6. Receive for file Minutes of the Library Advisory Board meeting held 1/23/24.
- 7. Receive for file Minutes of the Infrastructure Surtax Committee meeting held 2/13/24.
- 8. Receive for file Minutes of the Waterways Advisory Board meeting held 1/30/24.

DECLARATION OF EX PARTE COMMUNICATIONS**PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS**

- 9. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2024-04 – CODE AMENDMENT - TREES AND SHRUBBERY** – Consider a motion to adopt and enact on second reading Ordinance 2024-04 amending Chapter 27, "Trees and Shrubbery," of the Village Code of Ordinances to adopt a new Article III, "Sight Triangles."

OTHER VILLAGE BUSINESS MATTERS

- 10. **RESOLUTION – COUNTRY CLUB POND STABILIZATION PROJECT** Consider a motion to adopt a resolution approving a proposal from Marsh Management Systems, LLC for pond bank stabilization work at the North Palm Beach Country Club Golf Course at a total cost of \$182,700; waiving the Villages purchasing policies and procedures; and authorizing execution of the Contract.
- 11. **RESOLUTION – GOLF COURSE MAINTENANCE SERVICES CONTRACT** Consider a motion to adopt a resolution approving a Contract for Golf Course Maintenance Services with Brightview Golf Maintenance, Inc. at a total annual cost of \$ 1,761,137.70; and authorizing execution of the Contract.
- 12. **RESOLUTION – FDOT GRANT AGREEMENT FOR DESIGN OF LIGHTHOUSE DRIVE BRIDGE REPLACEMENT** Consider a motion to adopt a resolution approving a State-Funded Grant Agreement with the Florida Department of Transportation for the design of the Lighthouse Drive Bridge replacement; and authorizing execution of the Agreement.

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
FEBRUARY 22, 2024

Present:

Susan Bickel, Mayor
Deborah Searcy, Vice Mayor
Judy Pierman, President Pro Tem
Karen Marcus, Councilmember
Chuck Huff, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

AWARDS AND RECOGNITION

Mr. Huff expressed words of appreciation and Mayor Bickel presented a Certificate of Appreciation and award plaque to retiring employee Bret Marks.

Bret Marks expressed his gratitude to Council, employees and residents of the Village.

Mayor Bickel presented a Proclamation for Lets Move Palm Beach County to Mr. Wil Romelus, Executive Director and Deborah Feinsinger, Director of Community Relations of Digital Vibez. Mr. Romelus and Ms. Feinsinger accepted the proclamation and thanked Council.

APPROVAL OF MINUTES

The Minutes of the Regular Session held February 8, 2024 were approved as written.

STATEMENTS FROM THE PUBLIC

Raj Shah, 8702 Native Dancer Road N, Palm Beach Gardens, stated that he owned buildings and businesses within the Village of North Palm Beach. Mr. Shah expressed his appreciation to Council and Mr. Huff for their service to the Village. Mr. Shah requested that Council consider more multiple or mixed used buildings within the Village.

STATEMENTS FROM THE PUBLIC *continued*

William Luzuriagga, 948 Dogwood Road, stated that he attended a Recreation Advisory Board meeting and that the Chair Rita Budnyk was doing an excellent job. Mr. Luzuriagga stated that he wanted to be involved in bringing in more parents to coach the youth's sports programs in lieu of outsourcing. Mr. Luzuriagga gave ideas on how the Village can better improve its communication to residents.

Bill Hipple, 539 Captains Road, stated that he was a former member and Chair of the Waterways Advisory Board and thanked Mayor Bickel for reaching out to him regarding the issues and possible solutions regarding the facilitation of the board. Mr. Hipple expressed his concerns regarding the reappointment process, the process for filling vacancies on the board and the issues with absenteeism.

Orlando Puyol, 149 Ebbtide Drive, discussed the issues with the waterways at the residences of Twelve Oaks. Mr. Puyol stated that even though the property was not within the jurisdiction of the Village, the Village should step in to help resolve the issues. Mr. Puyol expressed his appreciation to Police Officer Hernandez for assisting him and his wife when his low speed vehicle ran out of power before getting home. Mr. Puyol his concerns regarding boat owner renting boat slips behind residences and asked that the Council look into creating or enforcing a code to restrict.

Councilmember Marcus asked Mr. Puyol to get in touch with Marc Holloway, Field Operations Manager to get an update on the issues and the possible resolutions at Twelve Oaks.

Chris Ryder, 118 Dory Road S, continued dialogue regarding the need to revise the definition of a mixed-use development within the CMU District. Mr. Ryder discussed and explained the reasons why and asked Council to make his recommended revisions.

Mary Phillips, 525 Ebbtide Drive, expressed her concerns and gave her recommendations for the proposed project at the Twin Cities Mall site.

CONSENT AGENDA APPROVED

Councilmember Marcus moved to approve the Consent Agenda. Vice Mayor Searcy seconded the motion, which passed unanimously. The following items were approved:

Resolution approving a proposal from Engenuity Group, Inc. for Professional Engineering Services for the creation of stormwater construction plans for an exfiltration trench (Buoy Rd) and catch basin with pipe (Eastwind Drive) at a total cost of \$34,482; and authorizing the Village Manager to execute all required documents.

Resolution approving the purchase of Dell Data Domain 6400 hardware and software from Eastern Computer Exchange at a total cost of \$37,036.69; and authorizing the Mayor and Village Clerk to execute the Budget Amendment to facilitate the purchase.

Receive for file Minutes of the Audit Committee meeting held 11/7/23.

Receive for file Minutes of the Planning, Zoning and Adjustment Board meeting held 12/5/23.

Receive for file Minutes of the Planning, Zoning and Adjustment Board meeting held 1/2/24.

Receive for file Minutes of the Golf Advisory Board meeting held 1/8/24.

Receive for file Minutes of the Recreation Advisory Board meeting held 1/9/24.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

FIRST READING OF ORDINANCE 2024-04 – CODE AMENDMENT – TREES AND SHRUBBERY

A motion was made by Councilmember Marcus and seconded by President Pro Tem Pierman to adopt on first reading Ordinance 2024-04 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 27, “TREES AND SHRUBBERY,” OF THE VILLAGE CODE OF ORDINANCES TO ADOPT A NEW ARTICLE III, “SIGHT TRIANGLES,” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Mr. Rubin explained that Village Council’s adoption of Ordinance No. 2020-06 made extensive modifications to the Village’s commercial zoning regulations to implement the Citizens’ Master Plan. One of these modifications was to consolidate the Village’s landscape regulations and adopt a new Article VII, “Landscaping,” of Chapter 45, “Zoning,” of the Village Code. Mr. Rubin explained that most of the provisions of the former Article III of Chapter 27 have been included in Article VII of Chapter 45, that article did not apply to single-family and two-family dwellings. Furthermore, Section 45-89(c) of the Village Code merely allowed the Village to require safe sight triangles and only mandated that landscaping on state roads be installed in accordance with Florida Department of Transportation requirements.

Mr. Rubin stated that Village Staff was recommending the re-adoption of the sight triangle requirements formerly set forth in Section 27-66 of the Village Code of Ordinances. These regulations would apply to all properties within the Village, including single-family and two-family dwellings, and would ensure a clear area at the intersection of: (1) an alley, service lane, service road, or private driveway and a public right-of-way; and (2) of two or more public rights-of-way.

Discussion ensued between Councilmembers, Mr. Rubin and Mr. Huff regarding their recommended revisions to the code.

Mr. Rubin was asked to research codes from other municipalities to find out what their requirements were for landscaping located on the edge of any accessway pavement.

Based on Mr. Rubin’s findings, the code may be revised between first and second reading.

Orlando Puyol, 149 Ebbtide Drive, stated it was very hard to control hedge growth. Mr. Puyol recommended eliminating a hedge for the first three (3) feet in order to give plenty of vision for a car that is backing out of a driveway since there would be no obstacle to hide behind.

Thereafter, the motion to adopt on first reading Ordinance 2024-04 passed unanimously.

RESOLUTION 2024-15 – ARCHITECTURAL SERVICES CONTINUING CONTRACTS

A motion was made by President Pro Tem Pierman and seconded by Councilmember Marcus to adopt Resolution 2024-15 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE SELECTION COMMITTEE’S RECOMMENDATION TO EXECUTE NON-EXCLUSIVE ARCHITECTURAL SERVICES CONTINUING CONTRACTS WITH FOUR FIRMS AND AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE SELECTED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

James Anthony, Facilities Manager explained that seven (7) responses were received from the Request for Qualifications issued on October 20, 2023. A Selection Committee met on January 9, 2024 and shortlisted the firms to CPZ Architects, Song and Associates, Robling Architecture Construction and REG Architects and invited them to make presentations to the Selection Committee on January 25, 2024. Upon deliberation, the Committee assessed that it would be in the best interest of the Village to retain all four (4) firms.

Chris Ryder, 118 Dory Road S, recommended that the Architectural Service firms be used to create or review scopes of work included in future Request for Proposals that are advertised by the Village.

Council agreed that utilizing the Architectural Service firms to create or review scopes of work included in future Request for Proposals that are advertised by the Village was a good idea.

Thereafter the motion to adopt Resolution 2024-15 passed unanimously.

RESOLUTION 2024-16 – MILLING AND RESURFACING CONTRACT

A motion was made by Councilmember Marcus and seconded by President Pro Tem Pierman a to adopt Resolution 2024-16 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM RANGER CONSTRUCTION INDUSTRIES, INC. FOR MILLING AND RESURFACING OF SPECIFIED VILLAGE ROADWAYS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING ANNUAL MILLING AND RESURFACING CONTRACT WITH PALM BEACH COUNTY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Jamie Mount, Assistant Director of Public Works explained that the contract for work would be a “piggyback” of the Palm Beach County’s annual Milling and Resurfacing 2021 contract. As part of this PBC contract, three (3) contractors were awarded participation contracts, which were Ranger Construction Industries, M&M Asphalt and General Asphalt, Co. Since Ranger Construction was the only participating contractor under the PBC contract to honor prices, Public Works staff requested a proposal from Ranger to provide the milling and resurfacing services. Mr. Mount explained the difference in pricing between 2021 and 2024.

Mr. Mount presented a map of the Village and discussed the roads that had already been milled and resurfaced and the future roads would be milled and resurfaced.

RESOLUTION 2024-15 – ARCHITECTURAL SERVICES CONTINUING CONTRACTS
continued

Discussion ensued between Mr. Mount and Councilmembers regarding the roads to be milled and resurfaced and the timing of the project.

Thereafter the motion to adopt Resolution 2024-16 passed unanimously.

RESOLUTION 2024-17 – FRONT LOAD REFUSE COLLECTION TRUCK PURCHASE

A motion was made by Vice Mayor Searcy and seconded by Councilmember Marcus to adopt Resolution 2024-16 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF ONE 2024 PETERBILT FRONT LOAD REFUSE COLLECTION TRUCK FROM SOUTHERN SEWER EQUIPMENT SALES AND SERVICE, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL COOPERATIVE PURCHASING CONTRACT FOR WASTE AND RECYCLING VEHICLES; DECLARING AN EXISTING SANITATION COLLECTION VEHICLE AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

Marc Holloway, Field Operations Manager explained the reason for the purchase. Mr. Holloway explained that the purchase would be ahead of the scheduled vehicle rotation in 2025 in order to allow time for a build and delivery at the beginning of 2025.

Diane Smith, 37 Yacht Club Drive, expressed her concerns regarding sanitation trucks not being able to maneuver well within the Yacht Club Drive neighborhoods.

Thereafter the motion to adopt Resolution 2024-17 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Mayor Bickel requested that Jessica Green, Village Clerk provide attendance records for the Waterways Board.

Councilmember Marcus announced that her granddaughter, Myla Allygood who was a product of North Palm Beach's Recreation and coached in flag football by Coach Eissey was chosen to by the Miami Dolphins to be part of an exclusive girl's flag football experience at the Baptist Health Training Complex Rookie Premiere presented by Nike. Councilmember Marcus stated that she ranked 21 in the nation for flag football.

President Pro Tem Pierman stated that her grandson who was also involved in North Palm Beach Recreation was not pole vaulting.

Councilmember Marcus expressed her concerns regarding the Lighthouse Bridge repairs and improvements. Councilmember Marcus stated that the residents that live around the bridge need to be informed of the timing of the construction. Councilmember Marcus stated that she would like to be a part of the Ad Hoc Committee for the Lighthouse Bridge.

Councilmember Marcus announced that she had a conflict with the next scheduled Council meeting in March and that this would be her last meeting as Interim Councilmember.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Councilmember Marcus stated that she would turn in her resignation the following day on February 23.

Mayor Bickel thanked Councilmember Marcus for her service to the Village.

Mayor Bickel requested that due to Councilmember Marcus resignation, that the two candidates that were unopposed in the March 19 election be appointed and sworn in as Interim Councilmembers at the next meeting on March 14 in order to have a fully seated Council. The two Interim Councilmembers would then be sworn in again after the March 19 election and at the March 28 meeting as regular Councilmembers.

Council agreed to appoint and swear in the two candidates that were unopposed for the March 19 election as Interim Councilmembers at the March 14 Council Meeting.

President Pro Tem Pierman announced that the Meet the Candidates Event taking place at the Community Center on February 28 at 6:30 p.m. President Pro Tem Pierman explained the format and timeline of the event.

President Pro Tem Pierman stated that she attended the grand opening of the new Anne Gannon Tax Collectors Office in Palm Beach Gardens and encouraged everyone to go and visit the new building.

Mr. Rubin recommended that Council make a motion to appoint the two candidates that were unopposed in the March 19 election as Interim Councilmembers at the current meeting.

A motion was made by Councilmember Marcus and seconded by President Pro Tem Pierman to appoint Lisa Interlandi and Kristin Garrison as Interim Councilmembers. Thereafter the motion passed unanimously.

VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff congratulated Lisa Interlandi and Kristin Garrison and thanked Councilmember Marcus for her service.

Mr. Huff stated that the annexation meeting at the Country Club went very well. Mr. Huff thanked staff for their work in putting the meeting together and their participation at the meeting.

Mr. Huff stated that he agreed with Mr. Ryder regarding Architectural Service firms reviewing scopes of work for future Request for Proposals. Mr. Huff further stated that in all of his years with the Village, there have been hundreds of Request for Proposals and that 99% of them were done without flaw and that was credited to Mr. Rubin and the Village's professional staff.

President Pro Tem Pierman recommended using the booklet that was provided at the annexation meeting as a welcoming tool for new residents.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:19 p.m.

VILLAGE OF NORTH PALM BEACH
LIBRARY ADVISORY BOARD MEETING MINUTES
DATE: January 23rd, 2024

CALL TO ORDER

Chair Bonnie Jenkins called the meeting to order at 7:02 PM.

ROLL CALL

Present at the meeting were:

- Bonnie Jenkins, Chair
- Carolyn Kost, Member
- Phyllis Wissner, Member
- Tina Chippas, Member
- Brad Avakian, Member
- Christine DelGuzzi, Member
- Leslie Metz, Member-Absent
- Julie Morell, Library Manager

APPROVAL OF MINUTES

The November minutes were reviewed, Carolyn Kost motioned for approval, Tina Chippas seconded, and unanimously passed.

MANAGER'S REPORT

- **Children's Programming:**
 - Weekly story times with an average of 24 attendees.
 - Junior League Saturday story times from 10 to noon.
 - School across the street continues book readings and book take-home.
 - Weekly kids arts and crafts on Thursdays with about 19 attendees.
 - Art appreciation on the third Friday of the month with around 14 kids and parents.
 - Tween crafts and Snack Attacks completed; new season planning underway.
 - Snack Attacks had about 20 children per session, with a recent activity of making 'dirt cups'.
- **Teen Programming:**
 - Teen volunteers assisting with library maintenance, including shelf dusting.
- **Adult Programming:**

- Knit and crochet group meeting on Mondays with up to 19 attendees.
- Great Courses on Ireland and Northern Ireland on Tuesdays with around 9-10 attendees.
- Silent film in December had 5 attendees.
- Book Clubs discussed "The Covenant of Water" and "Tom Lake."
- Crafts for adults included pine cone ornaments and Valentine's Day lavender sachets.
- Introduction of Paint and Sip events on Thursdays.
- Author speak event with Susan Shapiro and Microsoft Word class scheduled.
- AARP tax help sessions offered on Wednesdays and Fridays.
- **Special Events:**
 - Santa's trolley ride nights event held.
- **Facilities:**
 - Installation of new ceiling tiles and replacement of an old toilet.
- **Statistics:**
 - E-statistics for cloud library and Libby showing good results.
- **Service Changes:**
 - Discontinuation of Rosetta Stone in favor of Mango Languages.

NEW BUSINESS

- Discussion about awareness of legislation regarding library content in other states.

OLD BUSINESS

- None.

MEMBER COMMENTS

- No additional comments.

STAFF COMMENTS

- No staff comments.

ADJOURNMENT

Carolyn Kost motioned to adjourn the meeting and Brad Avakian seconded the motion. The meeting was adjourned at 7:17 PM.

MINUTES OF THE INFRASTRUCTURE SURTAX OVERSIGHT COMMITTEE
MEETING ON TUESDAY, FEBRUARY 13, 2024

1. Call to Order: Vice Chairperson Sullivan called the meeting to order at 5:32 p.m.
2. Roll Call:

Present: Cathy Graham, Mary Phillips, Patty Sullivan and Brigid Misselhorn

Absent: Karen Marcus

Also Present: Chad Girard, Director of Public Works, Jamie Mount, Assistant Director of Public Works, and Vice Mayor Deborah Searcy
3. Minutes of the September 25, 2023 meeting were approved with a Motion made by Mary Phillips and seconded by Brigid Misselhorn and passed unanimously.
4. Public Comments: None
5. New Business: Chad Girard discussed the Village's asphalt resurfacing project with a request for funds of \$1,250,000.00. Jamie Mount advised the Committee further on the project. The Committee was advised that staff are requesting the funding to take advantage of the Palm Beach County contract pricing from 2021, when the project was bid, in order to pave more roads. The current contract runs out in August of 2024, and asphalt prices have increased significantly over the course of the contract. A discussion was had by the Committee, Chad Girard and Jamie Mount about this matter.

Vice Chairperson Sullivan called for a motion on this request. A Motion was made by Mary Phillips and seconded by Brigid Misselhorn to approve the allocation of \$1,250,000.00 of surtax funds for the asphalt resurfacing project and the Motion was passed unanimously.
6. Further New Business: Chad Girard then discussed the Surtax Continuation Resolution. This matter was discussed by the Committee.

Vice Chairperson Sullivan called for a motion on this request. A Motion was made by Cathy Graham and seconded by Mary Phillips to approve the Surtax Continuation Resolution and the Motion was passed unanimously.
7. Adjournment: There being further business, the meeting was adjourned at 6:01 p.m.

Minutes submitted by Cathy Graham, Secretary, on February 16, 2024

VILLAGE OF NORTH PALM BEACH
WATERWAYS ADVISORY BOARD DRAFT MEETING MINUTES
Village Hall Conference Room
Jan. 30. 2024 5:30 PM

I. CALL TO ORDER – Jerry Sullivan, Acting Chair

II. ROLL CALL – MEMBERS :

Present:

Paul Bartlett, Vice Chair

Mark Michels, Secretary

Bruce Crawford, Member

George Alger, Member (Telephone)

III. VILLAGE GUESTS :

Mark Holloway, WAB Liaison

Judy Pierman, Council person

David Norris, Council person (retired), by invitation

IV. APPROVAL OF MINUTES: from last meeting. Approved 4-0 without edit

V. PUBLIC COMMENTS

Chris Ryder- suggested use of Village property on Monet Rd as Marine police substation with boat lift; commented on yacht *Rusalka* moored to sea wall and inappropriately moored to bulkhead.

Action item 1: Mr. Holloway to investigate with staff ownership of and mooring of yacht with code enforcement and report back at next WAB meeting.

Ed Crawford- 506 Kingfish- non-specific remarks

Diane and William Winbrow- 11395 12 Oaks Way. Diane represents 12 Oaks Association concerned about damage caused by derelict vessels and eyesore caused by landing on other side of waterway opposite 12 Oaks adjacent to bridge

Orlando Puyol- 141 Ebbtide: expressed concern about run off and sediment in canal adjacent to Ebbtide including source and responsibility for handling same eg. BBT bldg. and adjacent commercial property.

Action Item 2: Removed sediment is being tested for pollutants. Mr. Holloway to obtain results to be reviewed at next meeting.

VI. NEW BUSINESS –

Plat issues:

Mr. Ryder and Mr. Norris provided expertise and multiple comments. After much back and forth, the WAB voted 4-0 on a resolution to be presented to Village Council for action:

RESOLVED: “WAB recommends Council to authorize Village Engineer (up to 40 hours effort) and Mr. Norris (up to 4 hours) to research Plat issues as outlined in Mr. Ryder’s materials and make suggestions regarding the value of pursuing more substantive legal and engineering efforts to clarify ownership and rights of waterway access to avoid conflict later potentially impacting Village interests at Anchorage Park bulkhead and to benefit village residents similarly impacted by unclear verbiage and descriptions on plats.”

Action Item 3: Resolution to be delivered to Village Council for action by Mr. Holloway. Results to be reviewed at next meeting.

Live Aboard boats near Old Port Cove:

Referring to concerns by the Winbrows (above), Mr. Holloway confirmed most of this area and specifically the “beach” landing site referenced just south of the bridge on east side are under jurisdiction of PBSO and PB County. Mr. Crawford and Mr. Ryder reminded us that this had been worked on 10-20 years ago with a plan for mooring field, pump out station and restrooms discussed but rejected by residents at the time.

Action Item 4: WAB advises first step to contact PB County, PBSO, USCG and FWC to assess currently available remedies including fencing off beach and checks for derelict vessels and monitoring of illegal discharge of human waste. Mr. Holloway to facilitate communication. Dr. Michels to assist. Results to be reviewed at next meeting and further plans as needed. If area is annexed by NPB, enforcement and planning may differ.

VII. OLD BUSINESS –

Two applicants for membership on WAB to be considered by Council at next meeting.

VIII. MEMBER COMMENTS

None

IX. STAFF COMMENTS

None

X. ADJOURNMENT 6:50 PM

Respectfully submitted,

Mark Michels

**VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney
Caryn Gardner-Young, Community Development Director

DATE: March 14, 2024

SUBJECT: **ORDINANCE 2nd Reading – Adopting a new Article III of Chapter 27, “Trees and Shrubbery,” to readopt regulations governing sight triangles adjacent to points of access and public rights-of-way.**

Prior to the Village Council's adoption of Ordinance No. 2020-06 on September 24, 2020, many of the Village's landscaping regulations were set forth in Article III, “Landscaping,” of Chapter 27, “Trees and Shrubbery,” of the Village Code of Ordinances. Ordinance No. 2020-06 made extensive modifications to the Village's commercial zoning regulations to implement the Citizens' Master Plan. One of these modifications was to consolidate the Village's landscape regulations and adopt a new Article VIII, “Landscaping,” of Chapter 45, “Zoning,” of the Village Code.

While Article VIII of Chapter 45 allows the Village to require safe sight triangles and mandates that landscaping on state roads be installed in accordance with Florida Department of Transportation requirements, Article VIII does not apply to single-family or two-family dwellings

Village Staff is recommending the readoption of the sight triangle requirements formerly set forth in Section 27-66 of the Village Code of Ordinances. Because the sight triangle requirements are not feasible for certain commercial properties, especially those within the C-MU US-1 Mixed Use District, and the Village already may require safe sight triangles for commercial and mixed-use projects pursuant to Article VII of Chapter 45, this Ordinance has been modified to apply only to residentially zoned property. The proposed language provides as follows:

ARTICLE III. SITE TRIANGLES

Sec. 27-31. Sight distance for landscaping adjacent to public rights-of-way and points of access.

(a) On any residentially zoned property within the village, when an alley, service lane, service road, or private driveway intersects a public right-of-way or when the subject property abuts the intersection of two (2) or more public rights-of-way, the landscaping or any solid installation within the triangular areas described below shall provide unobstructed cross-visibility at a level between three (3) feet and six (6) feet; provided, however, trees or palms having limbs and foliage trimmed in such a manner that no limbs or foliage extend into the cross-visibility area shall be allowed, provided they are so located so as not to create a traffic hazard. Landscaping except required grass or

ground cover shall not be located closer than three (3) feet from the edge of any accessway pavement. The triangular areas referred to above are:

- (1) The areas of property on both sides of an alley, service lane, service road, or private driveway formed by the intersection of each side of the alley, service lane, service road, or private driveway and the public right-of-way line with two (2) sides of each triangle being ten (10) feet in length from the point of intersection and the third side being a line connecting the ends of the two (2) other sides.
- (2) The area of property located at a corner formed by the intersection of two (2) or more public rights-of-way with two (2) sides of the triangular area being thirty (30) feet in length along the abutting public right-of-way lines, measured from their point of intersection, and the third side being a line connecting the ends of the other two lines.

The attached Ordinance has been drafted by the Village Attorney and reviewed for legal sufficiency.

At its February 22, 2024 meeting, the Village Council adopted the Ordinance on first reading. At the Council's direction, Staff did review the sight triangle requirements of other municipalities and discovered that many municipalities had requirements that were either similar to or more restrictive than what is being proposed for the Village.

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance adopting a new Article III, "Site Triangles," of Chapter 27, "Trees and Shrubbery," of the Village Code of Ordinances to readopt previously existing regulations governing sight triangles adjacent to points of access and public rights-of-way for residentially zoned properties.

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1 that no limbs or foliage extend into the cross-visibility area shall be allowed, provided
2 they are so located so as not to create a traffic hazard. Landscaping except required
3 grass or ground cover shall not be located closer than three (3) feet from the edge of
4 any accessway pavement. The triangular areas referred to above are:
5

6 (1) The areas of property on both sides of an alley, service lane, service
7 road, or private driveway formed by the intersection of each side of the
8 alley, service lane, service road, or private driveway and the public
9 right-of-way line with two (2) sides of each triangle being ten (10) feet
10 in length from the point of intersection and the third side being a line
11 connecting the ends of the two (2) other sides.
12

13 (2) The area of property located at a corner formed by the intersection of
14 two (2) or more public rights-of-way with two (2) sides of the triangular
15 area being thirty (30) feet in length along the abutting public right-of-
16 way lines, measured from their point of intersection, and the third side
17 being a line connecting the ends of the other two lines.
18

19 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the
20 Village of North Palm Beach, Florida.
21

22 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
23 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such
24 holding shall not affect the remainder of this Ordinance.
25

26 Section 5. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict
27 herewith are hereby repealed to the extent of such conflict.
28

29 Section 6. This Ordinance shall take effect immediately upon adoption.
30

31 PLACED ON FIRST READING THIS ____ DAY OF _____, 2024.
32

33 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
34 2024.
35

36
37 (Village Seal)

MAYOR
38
39
40

41 ATTEST:
42

VILLAGE CLERK
43
44
45

46 APPROVED AS TO FORM AND
47 LEGAL SUFFICIENCY:
48

VILLAGE ATTORNEY
49
50

VILLAGE OF NORTH PALM BEACH COUNTRY CLUB – GOLF OPERATIONS

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

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

DATE: March 14, 2024

SUBJECT: **Resolution – Country Club Golf Course Pond Stabilization Project**

Village Staff is requesting Council consideration and approval of the attached Resolution to provide funding for a pond bank stabilization project at the North Palm Beach Country Club Golf Course and to approve a contract with Marsh Management Systems, LLC, to complete the project at a cost not to exceed \$192,700.00.

In requesting approval of the Contract, Staff is also requesting that the Council waive the Village's purchasing policies and procedures for the project. Marsh Management has been the sole provider for all pond stabilization work at the Country Club. Repair and stabilization are needed on the golf course to protect the pond banks and fairways from heavy erosion due to sandy soil. The total amount of work to be completed in these two areas is 2100 linear feet. This is part of the process that will assist in maintaining the bank edges and will culminate with additional plantings in and around the ponds.

Marsh Management utilizes the SOX Erosion Solutions™ suite of patented erosion control products. The erosion solutions are eco-friendly, bioengineered and designed to immediately halt soil erosion and stabilize shorelines using rip-stop technology. The SOX erosion control systems offer these unique attributes:

- Long lasting results that continue to improve over time;
- Superior buffering and filtering resulting in improved waterway and ecosystem;
- Exceptional water retention for vigorous growth of new vegetation;
- The only erosion control system that integrates into the earth;
- Uses locally sourced organic fill;
- Attaches directly to "intact" shore bank NOT to unstable shore bed;
- Allows SOX to be re-tensioned whenever necessary;
- Subsurface staking system eliminates injury liability to humans and animals; and
- SOX "self-tightens" due to its ability to manage incredible weight displacement.

Staff has been able to work directly with Marsh Management Systems, LLC, which will result in a 25% savings (approximately \$45,000) to the Village by eliminating BrightView as the middle contractor.

Project Scope:

Pond Bank Stabilization is a continuation of protecting the ponds from erosion from heavy rains and wind due to the sandy soil. Capital Project money will be spent on the following:

- Pond Bank Stabilization project for pond located on the golf course adjacent to the 8th fairway
- Pond Bank Stabilization project for pond located between holes # 13 and # 14

The above items will include stripping turf, importing a higher grade of organic soil, prepping, and sod installation. These projects are estimated to cost \$182,700.00. Staff is requesting an additional \$10,000 for contingency.

Background:

Golf Operations has budgeted \$750,000 for an Environmental Center in Fiscal Year 2024. The Environmental Center project is moving much slower than originally forecasted; consequently, all the monies allocated towards the Environmental Center will not be spent in Fiscal Year 2024. Staff would like to utilize some of the monies set aside for the Environmental Center for the Pond Stabilization project and replenish those monies for the Environmental Center in Fiscal Year 2025.

Nicklaus/Vendor Support:

All of the design enhancements have been addressed and approved with Chris Cochran of the Nicklaus Design Group. He has worked closely with the golf course superintendents and head golf professional to adjust the areas that are needed for the course's continual growth and improvement.

Account Information:

Fund	Department	Account Number	Description	Amount
Country Club	Golf Course Maintenance	L8045-66210	Construction & Major Renovation	\$ 192,700.00

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

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution approving a Contract with Marsh Management Systems, LLC for the Pond Stabilization Project at total cost of \$182,700.00, with funds expended from Account No. L8045-66210 (Golf Course Maintenance – Construction & Major Renovation), and waving the Village's purchasing policies and procedures. Including contingency, the total project budget shall be \$192,700.00.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM MARSH MANAGEMENT SYSTEMS, LLC FOR POND STABILIZATION WORK AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE'S PURCHASING POLICES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mash Management Systems, LLC has provided a proposal for pond stabilization work (adjacent to the 8th fairway and between holes 13 and 14) at the North Palm Beach Country Club Golf Course, and Village Staff recommended accepting the proposal submitted by Marsh Management Systems; 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 approves and accepts the proposal from Marsh Management Systems, LLC for pond stabilization work at the North Palm Beach Country Club at a total cost of \$182,700, with funds expended from Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation). Including contingency, the total project budget shall be \$192,700.00. The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. In approving this Contract, the Village Council hereby by waives all conflicting provisions of the Village's purchasing policies and procedures.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

THIS CONTRACT is made as of the ____ day of _____, 2024 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and MARSH MANAGEMENT SYSTEMS, LLC, a Florida limited liability company, hereinafter referred to as CONTRACTOR.

WHEREAS, the VILLAGE is need of services and materials for pond stabilization work at the North Palm Beach Country Club Golf Course; and

WHEREAS, CONTRACTOR has previously performed work at the Golf Course, and CONTRACTOR has provided the VILLAGE with a cost proposal to perform the work; and

WHEREAS, the VILLAGE wishes to retain CONTRACTOR to perform the work outlined in its proposal, 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 Erosion Restoration Project Quote dated February 8, 2024 (Option A), attached hereto as Exhibit "A" and incorporated herein by reference ("Work"). In the event of a conflict between the terms of the Project Quote and this Contract, the terms of this Contract 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 Proposal in an amount not to exceed One Hundred and Eighty-Two Thousand Seven Hundred Dollars (\$182,700.00).

B. CONTRACTOR shall invoice the VILLAGE in the manner specified in the Project Quote. 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 Project Quote 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:

Marsh Management Systems, LLC
Attn: Dustin Anderson
7957 N. University Drive, #1041
Parkland, FL 33067

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:

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

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

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:

MARSH MANAGEMENT SYSTEMS, LLC

BY: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY



MARSH
MANAGEMENT SYSTEMS

EROSION RESTORATION
PROJECT QUOTE

North Palm Beach Country Club

Custom Erosion Restoration Proposal

February 8, 2024 • North Palm Beach • Florida



Prepared by:

Dustin Anderson

Marsh Management Systems, LLC.

1312 Commerce Lane 16B, Jupiter FL, 33458

Mobile 561-596-2002 • Office 561-246-3763

dustin@marshmgt systems.com



CERTIFIED
SERVICE PROVIDER



February 8, 2024

Mr. Allan Bowman
North Palm Beach Country Club
951 US-1
North Palm Beach, FL 33408

Dear Mr. Bowman,

We appreciate the opportunity to bid on this project for you! Attached is the Agreement for the SOX Erosion Solutions™ erosion restoration at North Palm Beach Country Club in North Palm Beach, Florida.

SOX Erosion Solutions™ suite of patented erosion control products are eco-friendly, bioengineered and designed to immediately halt soil erosion and stabilizes shorelines using rip-stop technology. Our SOX erosion control systems offer these unique attributes:

- Long lasting results that continue to improve over time,
- Superior buffering and filtering results in improved waterway and ecosystem,
- Exceptional water retention for vigorous growth of new vegetation,
- The only erosion control system that integrates into the Earth,
- Uses locally sourced organic fill
- Attaches directly to "intact" shore bank NOT to unstable shore bed,
- Allows SOX to be re-tensioned whenever necessary,
- Subsurface staking system eliminates injury liability to humans and animals,
- SOX "self-tightens" due to its ability to manage incredible weight displacement.

We take pride in providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

Dustin Anderson

Marsh Management Systems, LLC.
SOX Erosion Solutions™ Certified Service Provider



EROSION CONTROL AGREEMENT

**This agreement dated February 8, 2024, is made between
Marsh Management Systems, LLC. (MMS) and CUSTOMER:**

North Palm Beach Country Club
951 US-1
North Palm Beach, FL 33408

Phone: (908)666-2668
Email: Abowman@village-npb.org
Contact: Allan Bowman

Project Description

SOX Erosion Solutions shoreline erosion restoration services located at North Palm Beach Country Club in North Palm Beach, Florida. Services include shoreline restoration for approximately 2,100 LF of combined 12' system and of 6' system along Hole 8, Hole 13 & Hole 14. The SOX system will be set up on the course at desired eroded areas and filled using sand/fill mix that is provided by the customer. We will transport and windrow the fill along the eroded area and simultaneously wash-in the fill with a pump until the system is full. When the installation is complete, and the shoreline is stabilized the course will provide sod and we will install the sod for this project.

Project Pricing – Option A – Hole 8, 13 & 14

- Repair approximately **2,100** linear feet of eroded shoreline at **\$92.00/Ft.**
- **Sod Cutting & Sod Installation – Included in Price**
- Prep areas of debris/trash for SOX Material
- Layout SOX Material, install staking system and secure the material
- Course will provide sand/fill mix for the installation
- Transport the sand/fill from the staging to the installation area
 - Approx. 30 cubic yards of fill per 100 LF of 12' SOX system
- Wash in fill with pumps, grade and secure it to stable ground
- Golf Course will provide Sod and we will install it

EROSION RESTORATION COST: \$193,200.00

FL GCSAA DISCOUNT: -\$5.00/FT.

Total Erosion & Sodding (\$87.00/Ft.): \$182,700.00

Service includes SOX material, custom stakes & rope, equipment, supervisor, labor, travel, and insurance to complete the project.



Project Pricing – Option B – Hole 8 Only

- Repair approximately **1,000** linear feet of eroded shoreline at **\$100.00/Ft.**
- **Sod Cutting & Sod Installation – Included in Price**
- Prep areas of debris/trash for SOX Material
- Layout SOX Material, install staking system and secure the material
- Course will provide sand/fill mix for the installation
- Transport the sand/fill from the staging to the installation area
 - Approx. 30 cubic yards of fill per 100 LF of 12' SOX system
- Wash in fill with pumps, grade and secure it to stable ground
- Golf course will provide sod and we will install it

EROSION RESTORATION COST: \$100,000.00

FL GCSAA DISCOUNT: -\$5.00/FT.

Total Erosion & Sodding (\$95.00/Ft.): \$95,000.00

Service includes SOX material, custom stakes & rope, equipment, supervisor, labor, travel, and insurance to complete the project.

Project Pricing – Option C – Hole 13 & 14

- Repair approximately **1,100** linear feet of eroded shoreline at **\$98.00/Ft.**
- **Sod Cutting & Sod Installation – Included in Price**
- Prep areas of debris/trash for SOX Material
- Layout SOX Material, install staking system and secure the material
- Course will provide sand/fill mix for the installation
- Transport the sand/fill from the staging to the installation area
 - Approx. 30 cubic yards of fill per 100 LF of 12' SOX system
- Wash in fill with pumps, grade and secure it to stable ground
- Golf Course will provide Sod it and we will install it

EROSION RESTORATION COST: \$107,800.00

FL GCSAA DISCOUNT: -\$5.00/FT.

Total Erosion & Sodding (\$93.00/Ft.): \$102,300.00

Service includes SOX material, custom stakes & rope, equipment, supervisor, labor, travel, and insurance to complete the project.



EROSION CONTROL AGREEMENT

MMS will provide equipment needed to transport the fill on the course from the staging area to the installation area. **CUSTOMER** will provide the sand/fill mix for the project. We used approximately 30 cubic yds of fill per 100 LF of 12' material.

MMS will install sod once the SOX system has been installed. It will be the responsibility of the **CUSTOMER** to irrigate the new sod/planted area once installed.

Sprinkler heads will be marked by **CUSTOMER** otherwise **MMS** will not be responsible for damage to them during the project. **MMS** will repair any exposed sprinkler heads damaged during erosion work in a timely manner.

A staging area for materials and equipment will be required. **MMS** will access the waterway at designated areas and sod these areas to bring the property back to complete restoration if needed.

MMS is not responsible for damage to any underground irrigation, headwalls, piping, electrical, trees or any lines not noted on the as-builts or not located by Sunshine Locating Services (where digging is necessary).

CUSTOMER is responsible for the cost of any necessary permits that may be required prior to commencement of work.

The labor warranty for any manual adjustments needed is for a one (1) year period. Our guarantee does not include the loss of material due to 'acts of God' such as floods, fire, hurricanes, or other catastrophic events, nor does it include losses due to theft, lack of adequate irrigation, vandalism or negligence by others, or other factors outside the control of our organization. **CUSTOMER** will be responsible for the purchase of additional materials lost and additional labor needed during the event of a situation mentioned above.



CONDITIONS

1. Ownership of property is implied by CUSTOMER with acceptance of this Agreement. In the event that CUSTOMER does not expressly own the areas where the above stated services are to be provided, CUSTOMER represents that express permission of the owner is given and that authorization to commence the above-mentioned services is allowed. In the event of dispute of ownership, CUSTOMER agrees to hold harmless Marsh Management Systems, LLC. for the consequences of such services.
2. Marsh Management Systems, LLC. shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third-party actions. CUSTOMER further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidences.
3. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.
4. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.
5. This proposal shall be valid for 30 days.
6. If Marsh Management Systems, LLC. is required to enroll in any third-party compliance programs, invoicing or payment plans that access fees to perform work for CUSTOMER, those charges will be invoiced back to CUSTOMER as invoiced to Marsh Management Systems, LLC.
7. Marsh Management Systems, LLC. will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
8. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing and accepted in its entirety by authorized representatives of both Marsh Management Systems, LLC. and the CUSTOMER.



CONDITIONS CONTINUED

9. Marsh Management Systems, LLC. shall not be responsible for acts beyond its reasonable control, including adverse soil and/or water conditions, adverse weather conditions, unavailable materials, Each party will be excused for a delay of performance under this Agreement if such delay is due to vandalism, acts of war or terrorism, transportation restrictions, strikes, embargoes, acts of God (including, but not limited to, fires, floods, hurricanes, tsunamis, earthquakes, mudslides and severe weather), government orders, or failure of transportation or communications carriers (each a "Force Majeure Event") for the period of such delay, provided that the party seeking such delay promptly informs the other party of the difficulty encountered and resumes its responsibilities as promptly as practicable.

10. Customer shall permit Marsh Management Systems, LLC. without additional consideration to Customer, to take photographs or video at the project site of both completed work and work in progress.

11. Severability. If any part of this Agreement is determined to be invalid or illegal by any court or agency of competent jurisdiction, then that part shall be limited or curtailed to the extent necessary to make such provision valid, and all other remaining terms of this Agreement shall remain in full force and effect.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13. No Third-Party Beneficiary. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.

14. Waiver. The waiver of any breach of any provisions of this Agreement will not operate or be construed as a waiver of any subsequent breach of the same or other provision of this Agreement.

15. No Rights of Set-Off. In no event shall CUSTOMER be entitled to offset against any payment due or to become due to Marsh Management Systems, LLC. under this Agreement.

16. Attorney's Fees. In the event any party shall be forced to enforce this Agreement, whether or not through litigation, the prevailing party shall be entitled to receive reasonable attorney's fees and all costs incurred in connection with such enforcement, including fees and costs of appeal.



Customer Acceptance

The above prices, specifications and conditions are hereby accepted for:

North Palm Beach Country Club

SCHEDULE OF PAYMENT (BASED ON OPTION)

20% - Scheduling Deposit Due with Signed Contract

40% - Mobilization & Material Deposit due 2 weeks prior to installation

40% - Due Immediately Upon Project Completion

Billing Address: 7957 N University Dr. #1041, Parkland, FL 33067

Customer:

Mr. Allan Bowman
North Palm Beach Country Club
951 US-1
North Palm Beach, FL 33408
Phone: (908)666-2668
Abowman@village-npb.org

Dustin Anderson
Marsh Management Systems, LLC.
7957 N University Dr. #1041
Parkland, FL 33067
Contact: 561-596-2002
dustin@marshmgtssystem.com

Signature: _____

Signature: Dustin Anderson

Printed Name: _____

Printed Name: Dustin Anderson

Date: _____

Date: 2/8/2024

SOX Erosion Solutions™ Certified Service Provider

VILLAGE OF NORTH PALM BEACH COUNTRY CLUB – GOLF OPERATIONS

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Beth Davis, Country Club General Manager
Allan Bowman, Head Golf Professional
DATE: March 14, 2024
SUBJECT: **Resolution – Award of Contract for Golf Course Maintenance Services to BrightView Golf Maintenance Inc. at an Annual Cost of \$1,763,137.70**

Village Staff is requesting Village Council consideration and approval of the attached Resolution accepting the proposal of BrightView Golf Maintenance, Inc. for Golf Course Maintenance Services at an annual cost of \$1,761,137.70 and authorizing execution of a Contract.

Background / Project Scope:

In November 2023, the Village issued a Request for Proposals for Golf Course Maintenance Services (“RFP”) in accordance with Village policies and procedures. The Village conducted a pre-proposal meeting on November 20, 2023 to provide for inspection of the golf course and its related facilities and equipment as a condition precedent for submitting sealed proposals. On December 20, 2023, the Village received and opened the following three (3) sealed proposals:

- a. Down To Earth \$ 1,264,800.00
- b. BrightView Golf \$ 1,585,880.00
- c. Cypress Golf \$ 2,050,520.00

On January 8, 2024, the Evaluation Committee, consisting of Head Golf Professional Allan Bowman, Assistant Golf Professionals Craig Lindsey and Chris Dachisen, Country Club General Manager Beth Davis, and Public Works Manager James Anthony, met and evaluated the individual proposals. In accordance with the criteria outlined in the RFP, the Committee took into consideration the financial responsibility of each proposer, as well as its proven skills and experience, its ability to timely perform the contract, and its previous satisfactory performance.

In addition to the foregoing, Allan Bowman visited select properties provided by each proposer as a reference check and comparison. The agronomic plans submitted by each proposer were subject to a review by a certified member of the Golf Course Superintendent Association of America (GCSAA), who is very familiar with the Village’s Golf Course. Each of the reviewers independently rated BrightView Golf Maintenance, Inc. as the top-ranked proposer.

As the final piece of the evaluation process, each proposer gave a twenty-minute presentation, followed by a ten-minute question and answer session. At the conclusion of the presentations, the Committee reaffirmed its selection of BrightView as the top ranked proposer.

The Evaluation Committee considered the current framework of the Village’s maintenance agreement, the associated costs, plus the desire to improve and maintain standards that allow

the North Palm Beach Country Club to be ranked as the No. 20 Municipal Golf Course in the United States according to Golf Magazine. In the Committee's opinion, BrightView truly understands the expectations and potential of the golf course that have been instrumental in its improvement over the last five years.

BrightView's proposal also included two (2) enhanced agronomic plans to help further the quality and health of the turf (the only company that added this to their proposal):

Enhanced Program	\$ 219,008.00
Premium Program	\$ 342,768.00

In addition to recommending execution of a Contract with BrightView for Golf Course Maintenance Services, Village Staff recommends a blended Enhanced/Premium Agronomic Program at a cost of \$232,057.70. Staff plans to take advantage of the Village's tax-exempt status by purchasing the annual fuel and sand at an estimated annual cost of \$54,800.00, thereby reducing the dollar amount in the Proposal:

Original Price	\$1,585,880.00
Blended Enhancement/Premium Program	232,057.70
Estimated savings	(54,800.00)
Total Annual Cost	\$1,763,137.70

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Country Club	Golf / Golf Course Maintenance	L8045-33491	Contractual Services	\$1,763,137.70

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal submitted by BrightView Golf Maintenance, Inc. for Golf Course Maintenance Services (including the blended enhancement program) at an annual cost of \$1,763,137.70, with funds expended from Account No. L8045-33491 (Golf Course Maintenance – Contractual Services), and authorizing the Mayor and Village Clerk to execute the Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A CONTRACT FOR GOLF COURSE MAINTENANCE SERVICES WITH BRIGHTVIEW GOLF MAINTENANCE, INC. AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in November 2023, the Village advertised a Request for Proposals for Golf Course Maintenance Services (“RFP”); and

WHEREAS, the Village received three sealed proposals in response to the RFP, and the Evaluation Committee evaluated the proposals and recommended accepting the top-ranked proposal submitted by BrightView Golf Maintenance, Inc., with the inclusion of blended enhanced/premium agronomic program; and

WHEREAS, the Village Council determines that the execution of the Contract with BrightView Golf Maintenance, Inc. 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 of the Village of North Palm Beach, Florida, hereby approves a Contract for Golf Maintenance Services with BrightView Golf Maintenance, Inc. at a total annual cost, including the blended enhanced/premium agronomic program, of \$1,763,137.70, with funds expended from Account No. L8045-33491 (Golf Course Maintenance – Contractual Services), and authorizes the Mayor and Village Clerk to execute the Contract, a copy of which is attached hereto and incorporated herein.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of the _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and BRIGHTVIEW GOLF MAINTENANCE, 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 the **Request for Proposals for Golf Course Maintenance Services** and as further stated in CONTRACTOR's Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF THE CONTRACTOR.

CONTRACTOR shall provide all goods and services as stated in the Request for Proposals ("RFP") and in accordance with CONTRACTOR's Proposal submitted in response to the RFP, which are incorporated herein by reference. CONTRACTOR shall perform such services 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.

ARTICLE 2. TERM/COMMENCEMENT DATE

A. This Contract shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Article 8. This Contract shall automatically extend for two (2) additional one (1) year terms unless either party notifies the other party at least ninety (90) days prior to the end of the initial term or the first renewal term that it does not desire to have the Contract automatically extended.

B. 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.

ARTICLE 3. VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Village Head Golf Professional. The Village Manager and or the General Manager of the Country Club 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. Generally - The VILLAGE agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by 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. The costs shall include CONTRACTOR's blended agronomic enhancement plan.

B. Payments - Invoices received from 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, 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.

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 eligible to work in the United States, 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. 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 term of this Contract, commercial general liability, including contractual liability insurance, in the amount of \$1,000,000 per occurrence or \$2,000,000 in aggregate to protect the selected respondent 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 a resulting contract, whether such operations be performed by the selected respondent or by anyone directly employed by or contracting with the selected respondent.

C. CONTRACTOR shall maintain, during the term 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 as an "**Additional Insured.**"

ARTICLE 8. TERMINATION

This Contract may be cancelled by 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 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. 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.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. FEDERAL AND STATE TAX

- A. The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Unless purchased directly by the VILLAGE, CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.
- B. The VILLAGE reserve the right to purchase goods, materials and equipment through the direct purchase option outlined in the RFP, which is incorporated herein by reference. CONTRACTOR agrees that the amount of the compensation shall be reduced by the cost paid by the Village for the goods, materials, or equipment and the sales tax saved by the VILLAGE directly purchasing such items. Adjustment in compensation pursuant to this section shall not require and written amendment of this Contract.

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 a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

ARTICLE 12. EXCUSABLE DELAYS

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 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 CONTRACTOR'S request, the VILLAGE shall consider the facts and extent of any failure to perform the work and, if 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 13. INDEPENDENT CONTRACTOR RELATIONSHIP

A. 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 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, and in all respects 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. 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 Contract.

ARTICLE 14. 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 15. ENFORCEMENT COSTS

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

ARTICLE 16. AUTHORITY TO CONDUCT BUSINESS

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 17. SEVERABILITY

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

ARTICLE 18. PUBLIC ENTITY CRIMES

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

ARTICLE 19. 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 CONTRACTOR of the VILLAGE's notification of a contemplated change, CONTRACTOR 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 CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

B. If the VILLAGE so instructs in writing, CONTRACTOR 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 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 of North Palm Beach.

ARTICLE 20. NOTICE

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

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

and if sent to CONTRACTOR shall be mailed to:

BrightView Golf Maintenance, Inc.
24151 Ventura Boulevard
Calabasas, CA 91302
Attention: Greg Pieschala, President

ARTICLE 21. 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 in accordance with Article 17- Modifications of Work.

ARTICLE 22. PROTECTION OF WORK AND PROPERTY

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

ARTICLE 23. 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 24. PREPARATION

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

ARTICLE 25. MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to

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

ARTICLE 26. 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 27. 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 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 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 28. 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 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 29. LEGAL EFFECT

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

ARTICLE 30. REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 31. 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 32. 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 33. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO 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 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 34. 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 Statutes, 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.

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

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL,
MAYOR

ATTEST:

BY: _____
JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
LEONARD G. RUBIN,
VILLAGE ATTORNEY



BrightView Golf Maintenance Proposal
presented to:

Village of North Palm Beach
North Palm Beach County Club

December 20, 2023



December 20, 2023

Mr. Chuck Huff, Village Manager
Mr. Allan Bowman, Head Golf Professional
501 US Hwy One
North Palm Beach, FL 33408

Gentlemen,

On behalf of the entire BrightView team we are privileged to provide you with our proposal to continue serving as your golf course maintenance partner at North Palm Beach Country Club. We are a specialty division of BrightView Holdings, America's largest landscape construction and maintenance company with over \$3 billion in revenue, which is publicly traded on the New York Stock Exchange (BV). Together we bring unparalleled experience, resources, and financial strength to the Village of North Palm Beach's distinguished North Palm Beach Country Club. We hope you believe as we do that our qualifications and exemplary experience over the past four years prove us to be unmatched by any other company.

BrightView Golf Maintenance, Inc. has more than 45 years of experience in outsourcing golf course maintenance. We are the largest dedicated golf maintenance company, maintaining 65 courses nationally, 29 of which are government municipalities.

It is known that North Palm Beach Country Club is a premier golf property located on the coveted sand ridge of SE FL along with design by a marquee golf course architect in Nicklaus Design. We further understand the vision of the Village of North Palm Beach for the golf course is to continue to hold the designation as the best municipal golf course in Florida and are poised and eager to continue this journey and see this golf course reach its full potential.

Our proposed operating/agronomic plans meet or exceed all specifications and are working documents customized for North Palm Beach Country Club. In addition, we have provided multiple levels of agronomic and operational enhancements to further advance the performance, playability, and aesthetic value of North Palm Beach Country Club. Our Vice President of Agronomy, Dr. Todd Bunnell, has performed years of diagnostic testing and worked with our team to develop science-based agronomic programs tailored to NPBCC.

Further, we are proud to support Mark Petsch and his local-based team, YOUR TEAM, through providing competitive living wages, health, life, dental and disability insurance for ALL employees. Retirement savings plan options for ALL employees and PTO and holiday pay for qualified team members.

In summary, BrightView Golf Maintenance has the qualifications, team, experience, programs, and desire that is unmatched among our competitors and would be privileged to be awarded as your golf course maintenance partner moving forward.

Warmest Regards,

A handwritten signature in dark ink, appearing to read "Terrance D. McGuire".

Terrance D. McGuire, Vice President and General Manager
BrightView Golf Maintenance

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Section 1: Evaluation Criteria



A. Experience of Firm

BrightView Golf Maintenance, Inc. has proudly directly been your golf maintenance partner for the last five years. BrightView Golf Maintenance has more than 40 years of experience in outsourcing golf course maintenance. We are the largest dedicated golf maintenance company, maintaining 65 courses nationally (22 courses in Florida alone). We are a specialty division of BrightView Holdings, America's largest landscape construction and maintenance company with over \$2 billion in revenue, which is publicly traded on the New York Stock Exchange. Together we bring unparalleled experience, resources and financial strength to the Village of North Palm Beach. We believe that our qualifications to be your partner are unmatched by any other company.

We have assembled a strong support team for North Palm Beach which includes Terry McGuire, our Vice President and General Manager for Florida, and Jason Bailey, Area Director for South Florida, Kyle Krause, Associate Area Director for South Florida, as well as Dr. Todd Bunnell, our Vice President of Agronomy. Terry, Jason and Kyle bring a combined 60 years of golf maintenance experience to your course. Dr. Bunnell will continue to work with the local team to develop science-based agronomic programs tailored to your course and is available at all times for diagnosis and prescription when issues arise. Of course, there are many other BrightView team members from Safety Officers to Benefits Coordinators to HR specialists who bring specialized expertise in support of our team on the ground and our people.

We have deep experience in working with municipalities to provide a quality golf amenity for their community. Nationally, we maintain 65 golf courses, 29 of which are municipalities and government entities. We pride ourselves on being strong partners doing quality work and feedback from our customers confirms this.

Our key factors for customer success are:

Agronomic Support and Planning. Our approach to agronomy, led by Dr. Todd Bunnell, is rooted in science. Dr. Bunnell works with each Superintendent to develop fertility, weed control and cultural programs that are customized to each golf course. We perform regular soil, tissue and intact core tests to gauge conditions and adjust programs as needed. Dr. Bunnell is well connected in the academic and supplier communities and we regularly host field trials for new chemistries which allows us to spot and adopt new, more cost-effective products quickly. Working with Dr. Bert McCarty of Clemson and the University of Florida, Dr. Bunnell developed a very successful weed control program for our courses in Florida. Dr. Bunnell is also on call 24/7 to support diagnosis and prescription of any issues that arise on a course.

“Lean” Operations Discipline. We use our proprietary operations methodology, BV360, to ensure that we are efficient and effective. BV360 is rooted in lean operations techniques and continuous improvement that were first developed by Toyota for making cars. We have adapted this approach, which emphasizes the organization of the work and facility, to golf course maintenance in order to get the maximum productivity out of each labor hour worked. For example our morning start-up routine is tightly choreographed to get our team on the course during the highly productive time before play begins. We also structure work and jobs for efficiency, for example routing work paths along the most productive routes and paths.

Renovation and Improvement Support.

BrightView has the unique capability to provide design support for minor renovations and effective liaison with architects in major renovations through our Business Development leaders. For North Palm Beach this capacity to work with architects is particularly important as we work with you to realize the full vision of Jack Nicklaus’s design.

During the past five years we have worked with our course partners to complete over 50 partial course renovations. We play a variety of roles in renovations depending on the specific situation. In full renovations, we coordinate overall efforts and deploy our team to cost-effectively supplement a contractor’s workforce on tasks such as spraying out existing grasses, bunker excavation and refilling and grow-in. In partial renovations we typically oversee the contractor’s work on behalf of our partner and often subcontract the work directly for our partner. We also consult with our partners, using our expertise and resources, to help define specifications for renovation work.

Finally, in the context of a continued long-term agreement, BrightView can provide interest-free financing for course capital investments. Such financing is not a part of this baseline proposal but can be discussed in negotiating a final agreement.

Safety. At BrightView, we begin every meeting from course morning start-up to executive committee meetings with a “safety moment”. Safety is ingrained into our culture and we have world-class safety programs in place to insure that our people return home safe and whole each night. Our current OSHA recordable incident rate in Florida is 1.5 per 200,000 hours worked which is 66% below the national average. Our safety programs include training, weekly reinforcement, quarterly incentives and awards and strict personal protective equipment standards. We believe that a safe team is a happy and productive team!

Superintendent-friendly Administrative Processes. We believe that Superintendent and Assistant Superintendent’s time is valuable and best focused on the course, the crew and the customer. We therefore use technology to minimize “desk time” for course leadership. We use a procurement card system for purchasing over 90% of materials and supplies that avoids the need for purchase orders, invoices-matching and receivers. Our Electronic Time Capture (ETC) system not only provides for accurate employee pay but also automates the time card and attestation processes to minimize administrative time. We use a customized software solution based on SPaRKS for agronomic calendaring, tracking actual applications and automating the spray application tracking and reporting process.

B. Qualifications & Technical Experience of Proposed Staff

Key Personnel Resumes

The following resumes are included for your review. These and the organizational charts presented were developed for your club to provide additional insight regarding how we will bring both on-site and off-site resources to bear for your project.

- **B. Todd Bunnell**, PhD, Vice President, Agronomy
- **Terry McGuire**, Vice President and General Manager
- **Russell Simmons**, Vice President of Golf Maintenance Division
- **Jason Bailey**, Area Director, Southeast
- **Kyle Krause**, Associate Area Director, Southeast
- **Randy Massey**, Regional Equipment Manager



B. Todd Bunnell, Ph.D.

Vice President, Agronomy

Dr. Bunnell will be the lead agronomist supporting our team at your course. As such, he will be available as needed to support the Superintendent and will be directly involved in the diagnoses and treatment strategy for any emerging turf issues. He will visit the course quarterly to oversee implementation and the fine-tuning of our programs. He will also work with the Superintendent and our team to develop the annual agronomic program each year. Dr. Bunnell developed the agronomic program contained in our proposal.

Professional Experience

As Vice President of Agronomy for BrightView Golf Maintenance, Dr. Bunnell works closely with Superintendents to develop sound and efficient agronomic programs. Specific agronomic programs are developed independently for each property based on science, diagnostic results and client expectations. He also works with fertilizer and chemical manufacturers to ensure the newest and most effective inputs are applied at our customers' properties. Prior to joining BrightView, Dr. Bunnell was employed by SePRO Corporation as the Manager of Turf and Ornamental Research/Golf Market Manager (2004–11). His responsibilities included research, development, and regulatory compliance of SePRO branded turf and ornamental products including plant growth regulators, insecticides, herbicides and fungicides. His tasks also included developmental efforts towards new chemistries and uses in the turf and ornamental market.

Additional Professional Experience

- Clemson University, Clemson, SC, Graduate Research Assistant, (M.S., Ph.D.) 1997–2003. Research projects included determining optimum light quantity for dwarf and fairway bermudagrasses, investigating soil atmosphere effects on bentgrass in the southern transition zone, conducting herbicide evaluation trials, construction and maintenance of USGA-specified bentgrass and bermudagrass greens. He also taught multiple undergraduate level courses/labs in horticulture, soil science, and turfgrass science.
- Clemson University, Walker Course, Clemson, SC, Graduate Assistant, 1999–2003. Duties included daily golf course preparation and operations and discussing various agronomic options available for optimum turfgrass growth and development with golf course superintendent and staff.
- 1996 PGA Championship at the Valhalla Golf Club, Louisville, KY, Undergraduate Internship. Duties included major tournament preparation: mowing greens and fairways, assisted in all aspects of golf course management such as spraying, fertilization, irrigation, sodding, ornamental bed installation and maintenance, tree care, and supervised management of entrance drive and delegated duties to crew workers.

Education

Phd, Plant Physiology,
Turfgrass
Clemson University, SC
MS, Horticulture, Turfgrass
Clemson University, SC
BS, Plant and Soil Science,
Turfgrass
University of Kentucky

Professional Associations & Awards

Golf Course Superintendents
Association, Member
United States Golf
Association, Member
Wade Stackhouse Graduate
Student Fellowship, Clemson
University, 2002–03
Schilleter Fellowship,
Outstanding Graduate
Student Researcher, Clemson
University, 2001
Golf Course Superintendents
Association, Watson Fellow,
2001



Terry McGuire

Vice President & General Manager, Southeast

As Vice President & General Manager, Southeast, Terry is responsible for overseeing personnel development, quality control and customer relationships at BrightView's properties in the Southeast. He works closely with Clients to ensure course standards and operations are maintained and managed consistently according to their standards and expectations.

Having served most recently as Vice President & Director of National Operations for BrightView Golf Maintenance, Terry is responsible for training and instructing staff members in the BrightView Golf Maintenance Operations Standards.

Professional Experience

Terry joined BrightView Golf Maintenance in 1999 as the Western Region Director of Maintenance with duties including overall maintenance operations of all BrightView Golf Maintenance facilities on the West Coast.

Additional Professional Experience

- Arnold Palmer Golf Management, Director of Golf Course Maintenance, 1990-98. Responsibilities included overseeing all properties in the Western United States. Also served as a consultant in the development, construction and re-design phases of municipal, private, daily fee and resort courses.

Education

Associate of Science
Lake City Community
College Golf Course
Operations

Associate of Arts
Jacksonville Community
College

Professional Associations & Awards

Golf Course Superintendents
Association of America

National Golf Course
Owners Association

Top Agronomic Officers,
NGCOA, Member

Audubon International,
Member of the
Environmental Advisory
Council

Lake City Community
College, Member of the
Advisory Council



Russell M. Simmons

Vice President, Golf Maintenance Division

Russell Simmons rejoined the BrightView team in 2022 as Vice President in the Golf Division. Russell previously held the title of Senior Vice President in Sales for BrightView Landscape Services where he and his team exceeded the 2019 new sales budget by 3% delivering \$178 million of new business. Russell is a proactive leader with the ability to exceed targets by building highly proactive teams through effective hiring and employee development.

Education

Bachelor of Science (BS),
Communication from Boston
University, Boston, Massachusetts

Master of Business Administration
(MBA), Nova Southeastern University,
Ft. Lauderdale, Florida

Professional Development

BrightView Executive Development
Program, Michigan Ross Executive
Education, 2019

Waste Management Southern Group
Leadership Forum, 2011-2012

Waste Management South Florida Market
Area Leadership Forum, 2010-2011

Essentials of Leadership, Marketing
Meetings Work, Managing Revenue
Growth, Professional Sales Negotiation,
Revenue Storm (Demand Creation |
Demand Capture), Maximizing Talent,
Coaching for Sales Success, Miller Heiman
Large Account Management Process,
Miller Heiman Strategic Selling

University of Richmond, Advisory Board
Member, Customer Experience Program,
2021 – Present

Professional Experience

• BrightView, Plymouth Meeting, PA

Senior Vice President, Sales

\$2.5B publicly traded landscape services and snow removal company that consistently brings excellent landscapes to life at thousands of clients' properties by fostering collaborative relationships to drive clients' success. Oversaw new business sales for the \$1.5B maintenance service division which included 5 VP of Sales, 20 Regional Sales Leaders, 200 Business Developers, 2 VPs of National Accounts, and 4 National Account Managers.

- Exceeded 2019 new sales budget by 3% by delivering \$178M of new business in 2019.
- Conceptualized and developed the curriculum for BrightView's Sales Academy rolling out the first business development course in 2019, BD201-Sales Skills, yielding a 3% improvement in close rate and an increase of average deal size from \$50K to \$63K.
- Introduced field marketing to the organization improving local online presence and increasing lead generation and conversion by 60% YOY.



Jason Bailey

Area Director, Southeast

As Direct for the Southeast Region, Jason works closely with each course superintendent, as well as BrightView leadership in agronomics and course development, to establish, maintain or enhance our client's properties.

Professional Experience

Golf Course Superintendent, Osprey Point Golf Course, Boca Raton, Florida, January 2022-Present: 27- hole premier Palm Beach County public course with over 110,000 rounds annually. Brightview Golf Management property. Maintenance crew of 16 employees. 115-acre paspalum golf property with ten-acre practice facility.

- Hired to improve upon course conditions
- Plan and implement project work, both in-house and contracted
- Streamline maintenance operations to accommodate high play volume

Golf Course Superintendent, Parkland Golf & Country Club, Parkland, Florida, February 2015-May 2021: 18 hole private course with over 26,000 rounds annually. Year round membership. Managed three departments with combined annual budget of \$2.0 million with maintenance crew of 26 employees. 100-acre paspalum golf property with ten-acre practice facility and two premier clubhouses. Toll Brother's property until 2020, Member owned, Troon managed. Greg Norman design, member owned golf club.

- Hired to manage an Audubon International Gold Signature Golf Club
- Consistently stayed on budget every year
- Improved course conditioning
- Increased productivity and crew moral
- Oversaw extensive project work including a complete bunker and drainage renovation

Education

Bachelor of Science in
Agronomy at North
Carolina State University

Professional Associations & Awards

Best Management Practices
certified in Florida Golf Industry

BMP certified in Florida Green
Industry

Florida Pesticide License in
Ornamental & Turf, Aquatics,
Right-Of-Way, and Natural areas.

Active Board Member South
Florida Golf Course
Superintendents Association





Randy Massey

Regional Equipment Manager

Superintendent, Class A

As equipment manager, Randy is responsible for ordering and resourcing equipment that is needed for BrightView golf courses in the Southeast. Randy's top priority's are always cost, time schedules, safety, cost and productivity for the courses and the clients. Randy is also responsible for equipment inventory control which includes tracking and documenting equipment movement and recycling out dated equipment for all of the Southeast region.

With over 30 years as a Class A Superintendent, Randy is responsible for leading the maintenance team to ensure course standards and operations are maintained and managed consistently according to the BrightView culture. Randy is a seasoned BrightView team member and is well versed with BrightView's operating and administrative systems. With Randy's vast knowledge and experience he has performed every skill level needed on a golf course (Spray Tech, Irrigation Tech and Mechanic) that has helped him be successful in keeping cost down and productivity up.

Education

Electronic Technician
Diploma Devry University

Professional Associations/ Licenses

Class A GCSA Member

GCSAA member Central
Florida Chapter

Restricted Use Pesticide
License over 30 years

BMP training for Florida.

Toro and Rainbird irrigation
training

Professional Experience:

- 2008 – Current – Superintendent with Brightview Golf Maintenance
- 1998 – 2008 – Superintendent with OneSource at The Villages, FL
- 1987 – 1998 – Asst. Superintendent and Superintendent at Zellwood Station, FL

Additional Professional Experience

- Hands-on Superintendent
- Mechanic
- Irrigation Technician
- Spray Technician
- Managed numerous in-house projects
- Irrigation up grades
- Greens and Tee rebuilds
- Equipment package purchases

C. Customer Feedback/References



5105 New Tampa Highway
Lakeland, FL 33815
863.687.2774
800.282.8007
contact@harrells.com
www.harrells.com



December 14, 2023

Mr. Chuck Huff, Village Manager
Mr. Allan Bowman, PGA, Head Golf Professional
501 US Hwy One
North Palm Beach, FL 33408

Mr. Huff,

Please accept this letter in support of BrightView Golf Maintenance in their bid for the maintenance of North Palm Beach Country Club.

We have worked with BrightView Golf as one of their vendor partners for many years. We can confidently say that BrightView Golf Maintenance is one of the best-run companies we do business with. As other industries advertise, they are "the best in their class."

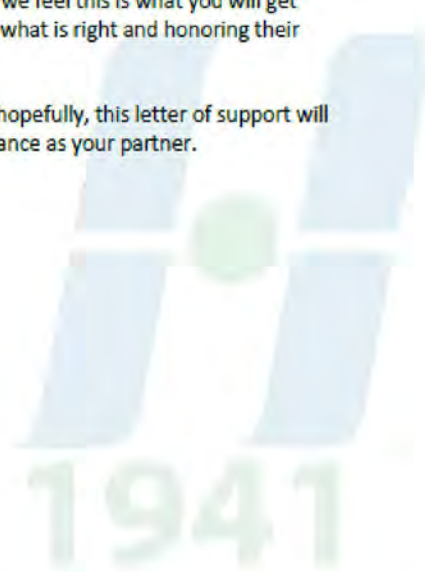
They are very technical in their approach to agronomics, but just as critical is their business acumen. We would consider them the "experts" in golf course maintenance. Dollar for dollar, and given their scale, buying power, relationships, and expertise in golf course maintenance, BrightView Golf Maintenance provides extreme value as a golf course maintenance company for their customers.

One other trait of this company that we find especially important when selecting a business partner is they are ethical and possess great integrity in all that they do. Having complete trust and confidence is essential in any business relationship, and we feel this is what you will get with BrightView Golf Maintenance. They are all about doing what is right and honoring their word and commitments.

Good luck in your quest to find a maintenance partner, and hopefully, this letter of support will weigh in on your decision to select BrightView Golf Maintenance as your partner.

Respectfully,

Jason Frank
Vice President
Business Development, Marketing, and R&D
Harrell's, LLC





To Whom It May Concern:

Regarding the Golf Maintenance bid for North Palm Beach Country Club. I would like to personally say with great confidence that BrightView Golf Maintenance is one of the foremost providers of golf course maintenance in our business.

Simplot has been a vendor partner with BrightView for over 8 years. They always conduct themselves in a professional and ethical manner. They have a deep knowledge of all aspects of golf course operations, including agronomy, purchasing and personal management. BrightView Golf Maintenance can provide given their scale, buying power, expertise, and relationships that others cannot offer. I have worked with Todd Bunnell Ph.D. for over 12 years and know him to be one of the most knowledge individuals in our business.

Please feel free to reach out to me if there is anything I can help with regarding this decision and hopefully this letter of support will weigh in on your decision to select BrightView Golf Maintenance as your partner.

Sincerely,

Craig Shafer

Craig Shafer
National Accounts Manager
Simplot Turf and Horticulture

sible golf, the following was incorporated into the construction process:

- Drainage filtration from the course first empties into either dry or wet retention areas or bioswales before connecting to the on-site ponds.
- Instead of the original selection of Bermuda turfgrass, a more environmentally friendly grass called platinum paspalum was featured on greens, tees and fairways since it is more drought and wear tolerant, has decreased fertilizer and maintenance needs, and accepts a wider range of water quality and composition.
- The overall grassed acreage was reduced by adding coquina waste areas that double as cart paths and are efficient at promoting water infiltration and replenishing of the aquifer.
- Drought tolerant native species were planted in the extended rough, hazard, and out of play areas.
- Butterfly gardens were developed to provide habitat for pollinator species.
- Nearly all trees on the property were newly planted featuring species such as



cypress, live oak and sabal palms providing habitat for bobcats to bald eagles as well as the ever-present osprey and creating corridors for wildlife movement throughout.

Osprey Point was recognized in 2016 as the World's Best Eco Friendly Golf Facility by the World Golf Awards through votes cast by the public, and by golf and travel professionals. Winners demonstrate "leadership in environmental stewardship

and were creative and responsible in planning, design, construction and management of unique, resource efficient golf facilities."

Osprey Point was certified on March 29, 2011 as the first Audubon International Classic Sanctuary in the state of Florida and only the second in the United States. It joined the other four Palm Beach County golf facilities which are Audubon International certified as well. 🌱

TURF Life TM

Not Just A Game, A Way Of Life!

www.turflife.org



BrightView Golf Maintenance Client References

COURSE NAME	CLIENT CONTACT	CLIENT TITLE	CLIENT PHONE/EMAIL
Biltmore Hotel Golf Course	Lara Pavloff	Director of Golf	513-313-4601
ChampionsGate	Patrick Dill	Director of Golf	631-624-6340
Daytona Beach Golf Course	Brian Jaquet	Director of Golf	386-795-2961
Highland Fairway Golf Course	Joe Alessandro	Club President	330-936-7496
John Prince Learning Center	Rich Smolen	Golf Manager	561-966-7056
Lake Worth Golf Course	Juan Ruiz	Director of Leisure Services	561-586-0361
Okeeheelee Golf Course	Rich Smolen	Golf Manager	561-964-4653 x105
On Top of the World	Andy Jorgensen	General Manager	352-237-9564
Osprey Point Golf Course	Rich Smolen	Golf Manager	561-964-4653 x105
Palm Beach National Golf Club	Mike Dahlstrom	General Manager	561-965-3381
Park Ridge Golf Course	Rich Smolen	General Manager	561-629-8755
Quail Valley Golf Club	Kelly O'Donnell	General Manager	kelly.odonnell@missouricityx.gov
The Golf Club at Cuscowilla	Jarrod Clark	General Manager	706-347-1443
The Hamptons Golf & Country Club	Todd Drew	General Manager	863-667-0275
The Tesoro Club	Rick Falero	General Manager	rfalero@tesoroclub.com
The Villages Chatham	Mitch Leininger	Dir. of Executive Golf Maintenance	407-579-8826
The Villages Big Cypress	Mitch Leininger	Dir. of Executive Golf Maintenance	407-579-8826
The Villages Kingfisher & Fairwinds	Mitch Leininger	Dir. of Executive Golf Maintenance	407-579-8826



D. Quality & Schedule Control

Quality Control

BrightView understands that the core of our role is to deliver quality course conditions that enhance the competitive position of our partners' golf course. We have programs and disciplines at many levels to ensure that we are meeting our obligations.

We believe that our partner is the ultimate judge of the quality of our work. The systematic and objective measurement of customer satisfaction is a core discipline within all of BrightView and we incorporate customer satisfaction metrics into our incentive and compensation programs at all levels.

At the course level, we have reporting to monitor activities to ensure that we are in compliance with our plans and obligations. We have weekly and monthly reporting to track activities performed and an agronomic planning and tracking system to track fertility and control product applications.

But, there is no substitute for having multiple sets of eyes and ears at the course – eyes to see that the activities performed are done in a quality manner and ears to listen to what our partner, the ultimate judge, believes about the quality of work. We structure visits from our leadership team (Assistant Area Director, Area Director and VP General Manager) at least quarterly and from our VP of Agronomy at least annually.

Quality Control Plan

Plan matrix to continue for North Palm Beach Country Club based on 4 elements.

- 1) Establish specification matrix based on owner expectations for each component of the golf course... greens, tees, fairways, roughs outer roughs, bunkers, lake edges, aquatic vegetation, cart paths, landscape, bldgs structures, drainage, drainage structures, irrigation, signage. Agronomic and Operation Plans are aids to create the specification.
- 2) Regular communication between owner and Superintendent (see communication plan).
- 3) Field visits to monitor and documentation of Quality of each line item of maintenance.
- 4) Correction/remedy of unsatisfactory situations.

Communication Plan

COMMUNICATION VEHICLE (Frequency)	BrightView PERSON(S) Responsible or included	CLUB STAKEHOLDERS To be Included
DAILY COMMUNICATION		
Golf Course Maintenance Daily interaction to discuss any needs, changes for the course or play calendar. Changes are incorporated into daily operations.	Superintendent Asst. Superintendent	Head Golf Professional
WEEKLY COMMUNICATION (or more frequently as needed)		
Staff Meeting <ul style="list-style-type: none"> Golf Course Update Coordination with Management Team Accommodate events and other activities by holding regular discussions to ensure that we fulfill needs and activities. 	Superintendent Asst. Superintendent	Head Golf Professional
Superintendent Report <u>Written report to include:</u> <ul style="list-style-type: none"> Current operational efforts Tactical changes that have occurred or may be required due to changes in conditions or course activities Golf Course Facility Standards Checklist as required 	Superintendent	Head Golf Professional
Bulletin Board Updates <ul style="list-style-type: none"> Update on course condition and progress and areas given special attention Cultural activities planned for the week Update on greens conditions and speed 	Superintendent	Posted in Pro Shop, Men's & Women's Locker Rooms
Course Ride Joint ride to review and discuss course conditions, needs and opportunities. Higher frequencies to the contract may be needed initially to ensure that everyone is "on the same page" — or during periods of particularly stressful weather conditions. Frequency set by Club, Typically weekly.	Superintendent	Village Manager Head Golf Professional
MONTHLY COMMUNICATION		
Progress Report <u>Written report concerning:</u> <ul style="list-style-type: none"> Progress toward plan goals Operation items completed in time period Identification of deviations from plan and their causes, plus status update of any issues Current and future activities 	Superintendent	Head Golf Professional
Course Ride with Club Key Leader(s) Joint ride to review and discuss course conditions, needs and opportunities. Higher frequencies to the contract may be needed initially to ensure that everyone is "on the same page" — or during periods of particularly stressful weather conditions.	Area Director	Village Manager Head Golf Professional
Operations Calendar Joint meetings with all stakeholders to review annual calendar that accommodates needed agronomic practices, while maximizing play opportunities and access to courses. Input from Club recorded and used in developing the following year's Annual Plan.	Superintendent	Village Manager Head Golf Professional

MONTHLY COMMUNICATION <i>(continued)</i>	BrightView PERSON(S) Responsible or included	CLUB STAKEHOLDERS To be included
MONTHLY COMMUNICATION		
Tournament and Special Event Planning Ensure that the Club's many tournaments and events, practices, schedules, and any needed changes can easily be integrated into your calendar.	Superintendent Asst. Superintendent	Head Golf Professional
QUARTERLY COMMUNICATION		
Course Ride with Agronomist Joint ride to review and discuss course conditions, needs and opportunities. Higher frequencies to the contract may be needed initially to ensure that everyone is "on the same page" — or during periods of particularly stressful weather conditions	Superintendent Area Director Agronomist (4x a year)	Village Manager Head Golf Professional
ANNUAL COMMUNICATION		
Annual Plan (Coordinated with club planning cycle) Formal process to identify priorities and practices for the coming year (including agronomic plans), identification and prioritization of improvements that can be accomplished "in-house" with no additional expense to you, and any operational practices updates. This results in a written annual plan that is distributed to all parties.	Superintendent Vice President, Agronomy Area Director	Village Manager Head Golf Professional
Long-Range Strategy and Planning (As needed to supplement or update plans) Process to develop and discuss ideas for long-term improvements to course conditions and operational efficiency. These may include identifying priorities for capital investments and changes to maintenance practices and specifications.	Superintendent Consulting Superintendent Vice President, Agronomy Area Director	Village Manager Head Golf Professional
Emergency Response Planning <i>(Initiated at the start of full operations and updated annually)</i> An integrated, comprehensive plan for protecting your members and your course in case of emergency.	Superintendent Staff members	Village Manager Head Golf Professional

Course Quality Inspection Sheet

Golf Course Quality Control Inspection			
Location:	XYZ Golf Club	Date:	05/13/19
Years on Property	1	See Photos and additional comments on attached pages if needed.	
Inspector	TM, MH	Grade Scale (Semi-Private, HOA):	
Overall Score	4.1	0=Poor / 10=Excellent	
Target Score	7		
1. GREENS/COLLARS	Overall Greens Rating:		3.5
% Turf cover	Several Greens show thin or bare spots in low-lying areas and perimeters		3.0
Fertility/Color Quality	Inconsistent color quality with mottled yellow appearance and streaking		4.0
Disease Presence	Pythium active on numerous greens		2.0
Compaction/Organic Matter %	Organic Matter in top 6" beyond manageable level which has led to minimal water infiltration and root mass		0.0
Algae	Numerous bare areas show presence of black algae		2.0
Mowing Uniformity	Inconsistent mowing patterns due to non-uniformity of overseed		4.0
Greens Speed	7-8 on Stimp meter; target 10-10.5		5.0
Weeds/Insect Damage	No weeds or insect damage present		10.0
Pin Placement/Condition	Pin locations are limited due to size and shrinkage of greens		3.0
Moisture (wet/dry)	Greens retain moisture on the surface due to high OM content		2.0
2. TEES	Overall Tees Rating:		4.6
% Turf cover	Overall Tees have adequate turf coverage except for smaller white tees and shaded tees		6.0
Fertility/Color Quality	Highly inconsistent and chlorotic bermudagrass		2.0
Disease Presence	No disease present		10.0
Wear/Compaction/Divots	Significant wear/compaction due to slow growth and recuperation of bermudagrass; inconsistent divot mgmt		3.0
Mowing Uniformity	Tees do not look like they've been mowed recently or on a consistent basis		2.0
Weeds/Insect Damage	Moderate weed present (Rock Finger Grass is predominant weed)		6.0
Moisture (wet/dry)	Overall dry but had recent rain shower		4.0
Tee Markers/Accessories	Municipal type tee markers showing moderate aging		4.0
3. BUNKERS/SURROUNDS	Overall Bunkers/Surrounds Rating:		5.0
Machine Raking of Sand	Bunker raking observed		5.0
Edging of Bunker Lips	Bunkers have been recently edged		8.0
Overall Turf Quality	Inconsistent turf quality due to fertility, shade, moisture mgmt		4.0
Drainage and Washed Bases	One bunker holding water (greenside left of #4)		5.0
Proper Distribution of Sand	Sand needs to be distributed on vertical faces.		3.0
4. FAIRWAYS	Overall Fairways Rating:		4.6
% Turf Cover	Thinning turf throughout especially in cart path exit/entry points and landing areas		4.0
Fertility/Color Quality	Highly inconsistent and chlorotic bermudagrass		3.0
Disease Presence	Fairy ring present on select fairways		7.0
Wear/Compaction/Divots	Heavy wear and compaction due to lack of cultural practices		2.0
Mowing Uniformity	No presence of mowing patterns or definition between fairways and roughs		2.0
General Detail	Sprinkler heads and yardage markers edged		7.0
Weeds/Insect Damage	Slight weeds present (Rock Finger Grass) and slight cricket tunneling		7.0
Moisture (wet/dry)	inadequate moisture except for recent rainfall		5.0
5. ROUGHS	Overall Roughs Rating:		4.2
% Turf Cover	Thinning turf throughout especially in cart path exit/entry points and shaded areas		4.0
Fertility/Color Quality	Highly inconsistent and chlorotic bermudagrass		4.0
Mowing Uniformity	No presence of mowing patterns or definition between fairways and roughs		4.0
Weeds/Insect Damage	Numerous weeds in roughs; little insect damage		5.0
Moisture (wet/dry)	Overall roughs are on the dry side but for recent rainfall		4.0
6. DRIVING RANGE/PRACTICE AREAS	Overall Driving Range/Practice Areas:		3.0
% Turf Cover	Thinning turf throughout landing area with little definition of target greens		5.0
Fertility/Color Quality	Inconsistent turf quality due to fertility and moisture management		3.0
Mowing Uniformity	No presence of mowing patterns or definition between fairways and roughs		3.0
Weeds/Insect Damage	Numerous weeds around DR tee and practice chipping green		3.0
Moisture (wet/dry)	Indication of irrigation malfunction to be addressed		1.0

Value Engineering

We use our proprietary operations methodology, BV360, to ensure that we are efficient and effective. BV360 is rooted in lean operations techniques and continuous improvement that were first developed by Toyota for making cars. We have adapted this approach, which emphasizes the organization of the work and facility, to golf course maintenance in order to get the maximum productivity out of each labor hour worked. For example our morning start-up routine is tightly choreographed to get our team on the course during the highly productive time before play begins. We also structure work and jobs for efficiency, for example routing work paths along the most productive routes and paths. This is also a continuous improvement process by which we strive each day to become more efficient than the day before.

We also work regularly with our partners to ensure that the cost of maintaining the golf course fits with their overall financial needs. Drawing upon our activity costs knowledge derived from BV360, we can develop a "menu" for our partners of the most cost-effective options for reducing (or increasing) the budget for course maintenance. In the case of cost reduction we also advise our partner on the changes that will have the least impact on player experience. Knowing both the impact on players and the cost impacts allows our partners to make intelligent choices for the maintenance of their facility.

E. Cost/Price Realism

BREAKDOWN OF *BRIGHTVIEW GOLF* PROPOSED ANNUAL FEE:

BrightView Golf provides the following breakdown of its proposed annual fee which represents a thorough understanding and performance of work to comply with the Village's Scope of Work Specifications of Golf Course and Related Maintenance as outlined in its RFP pages 1-7. BrightView Golf further insures accountability by having performed diagnostic testing of NPBCC soil, water quality and nematode assay results (copies included in Agronomic Plan section) done in 2023. These test results were then evaluated by BrightView Golf's staff PHD Agronomist (Dr. Todd Bunnell) and used to develop all necessary turfgrass nutrient, amendment and protectant products application rate and frequencies.

North Palm Beach CC- Per RFP	
BREAKDOWN OF PROPOSED ANNUAL FEE	Annual Fee Per Year
Labor Costs- (see breakdown of type and number of personnel in Detailed Scope of Work) Includes all wages, benefit expense, employment taxes, workers compensation insurance, staff bonuses and contract/temporary labor	\$ 944,583
Supply Costs- (see attached detailed scope of work for types and quantities of supplies) Includes Irrigation/drainage, sand and topdressing, fertilizer, pesticides and weed control, course supplies, seed, sod, mulch, shop materials and supplies.	\$ 257,453
Repair And Maintenance Costs- Includes equipment repair and maintenance, fuel and oil, hand tools, power equipment, shop materials and supplies.	\$ 61,416
Operating Expenses (including equipment cost; see attached equipment inventory) Includes the cost of capital equipment, personal property tax, safety and training, uniforms, yard waste, telephone, and administrative costs.	\$ 232,428
Management Fees	\$ 90,000
TOTAL PROPOSED ANNUAL FEE	\$ 1,585,880

Section 2: Detailed Scope of Work

A. Agronomic Summary – North Palm Beach Country Club



OVERVIEW

As a golf course maintenance provider, agronomic planning is in our DNA. Effective and complete planning is imperative for BrightView Golf Maintenance to deliver superior playing conditions at maximum operational efficiency to North Palm Beach Country Club. We have professional operations specialists and a certified agronomic Ph.D. scientist with decades of golf maintenance experience that participate in the constant evolution of our method and the validation and review of each plan for the golf courses and the learning center. Our methods are proven and constantly being improved to provide the best playing surfaces for our clients and customers.

We always begin by identifying every activity and agronomic practice in every area of responsibility. We are careful to make sure the RFP specifications are addressed completely. In addition, we will include any additional activities, inputs or practices we feel are necessary for the long-term health and sustainability of the golf course. Everything is laid out in detail and placed on the calendar when we expect to do the work (see example).

EXAMPLE OF AGRONOMIC PLAN

BrightView Golf Maintenance - Master Production Calendar

2024		Week #	1	2	3	4
			10/3/24	10/10/24	10/17/24	10/24/24
Activities	Unit (fl oz or lbs)	% Area Coverage	October			
Greens						
Fertilizer Products						
<i>Dry Fertilizer Products</i>						
18-0-18 100% Nutralene, SOP, Gypsum (replaces 18-3-18)	lbs	100%				
5-19-12 Micro Mix w/ Crystal Green & SOP	lbs	100%				
0-0-18 10%Ca, 2.75% Mg, 18% S (Gypsum/SOP/KMag)	lbs	100%				
46-0-0 100% Stabilized Urea (NBPT)	lbs	100%	0.200	0.200	0.200	0.200
Compass 0-0-52 SOP Soluble	lbs	100%	0.150	0.150	0.150	0.150
Extreme Green 16 w/ 16Fe + 4Mn	lbs	100%	0.199		0.199	
0-0-0-9.8% MgSO4 Magnesium Sulfate (Epsom Salt)	lbs	100%	0.115	0.115	0.115	0.115
0-0-0-32% MnSO4 TechManAm	lbs	100%		0.069		0.069
<i>Liquid Fertilizer Products</i>						
Duraphite 12 0-0-12 with 2% Mn	fl oz	100%		2.000		2.000
Harrell's Max Minors 0-0-0-1% Mg, 4% Fe, 1% Mn Minors	fl oz	0%		5.000		5.000
AlgaeGreen/AgStone Kelp/OceanGlas	fl oz	100%	6.000			
Control Products						
<i>PGRS</i>						
T-NEX (trinexapac-ethyl) - 5 gal LOAD	fl oz	100%	0.115	0.115	0.115	0.115

AGRONOMIC PLANS

BVGM has developed 3 agronomic plans specifically for NPBCC to consider: 1) BASE agronomic plan (BASE level) which is discussed in detail in this document. 2) ENHANCED agronomic plan (ENHANCED level) that includes the BASE plan plus some agronomic input upgrades throughout the course. 3) PREMIUM agronomic plan (PREMIUM level) will include the BASE and ENHANCED plans plus some additional inputs. This input upgrades are designed to improve the health, playability, and long-term performance of the playing surfaces at NPBCC. All these upgrades will be discussed in detail in the ENHANCEMENT PROGRAMS section of the proposal.

PUTTING GREENS

High quality, fast and smooth putting greens are what all golfers' desire and are the most important asset of any golf course. Below are the key components and recommendations for putting greens at North Palm Beach Country Club.

Fertility Program - The prescriptive fertility program for North Palm Beach Country Club is designed to provide optimum turfgrass health and playability. The current agronomic program delivers 6.5 lbs Nitrogen (N) per 1000 ft² and 12.3 lbs Potassium (K) per 1000 ft² per year. These fertility inputs should be applied via both foliar and granular applications. In addition, BVGM putting green programs will supply additional minor and micronutrients and bio-stimulants during periods of stress to promote health and recovery of putting greens. Gypsum and other soil amendments should be applied as needed during dry periods to assist with flushing of salts and sodium.

Cultural Programs – In addition to primary core aerification cycles, BVGM recommends employing light and frequent cultural practices to manage the upper root zone and canopy to improve consistency and performance of putting greens at North Palm Beach Country Club. In order to build a prescribed cultural program for the putting greens at North Palm Beach Country Club, BVGM will collect and perform analysis of in-tact soil cores from several putting greens to determine the following:

1. **Organic Matter (Thatch) Percentage** – Organic matter (thatch) percentage in a putting green is a primary limiting factor to fast, firm, and healthy putting greens. Due to the water holding capacity of organic matter, excessive organic matter results in putting greens which are chronically soft, wet, and unhealthy due to multiple factors. Annually, BVGM will take soil cores from multiple putting greens to track organic matter percentage over time and adjust cultural programs to ensure these organic levels are at appropriate and healthy percentages.
2. **Soil Physical Properties** – Sand/silt/clay percentages will be analyzed at different depths in the rootzone to determine any layering or inconsistencies which may need to be addressed.
3. **Topdressing Sand Analysis** – Topdressing sands are vigorously tested and compared to the existing putting green mix. We target like to slightly more coarse topdressing sands for consistency of material in the rootzone.

Once on property, BVGM would perform multiple in-tact core analysis from putting greens and build a cultural program specific to North Palm Beach Country Club. We will work closely with the onsite Golf Management Team to perform these cultural programs during low-play periods.

Water Quality and Management – Proper distribution and allocation of water is critical to delivering healthy and consistent putting greens, especially during summer months. Too much or too little water can negatively affect turf health and putting green performance. Water management is the primary key to successful bermudagrass putting greens in Florida.

BVGM utilizes soil moisture meters (TDR meters) and hand-watering techniques to spot apply water where it is needed. Overhead irrigation should not be used to manage dry areas on putting greens as this will create excessive water in other areas. Rather, soil moisture monitoring and hand watering will be used to deliver appropriate quantities of water to specific locations on each putting green.

Field Scout TDR 300 Moisture Meter



Water quality tests will be performed to determine the chemical composition of the reclaim water. The following components will be closely monitored: soluble salts (TDS or ECw), Calcium (Ca), Magnesium (Mg) and sodium (Na). The irrigation water at NPBCC is a blend of well water and reclaim water. Due to these sources, the composition of the irrigation water will be monitored multiple times per year to identify any changes in water quality. In addition to water quality sampling, BVGM utilizes soil salinity meters (Ec meters) to track soil salinity levels and best time leaching events will monitor soil for increases in sodium levels.. Mitigating practices for the Agronomic plan includes leaching, amendment, and wetting agent programs to combat salts and sodium.

Water quality report from NPBCC

Waypoint
ANALYTICAL

W^A

1101 Veterans Road, Memphis, TN 38117
Phone: 901.233.2800 Fax: 901.233.2443
www.waypointanalytical.com

Job # 11
Hartsville Varsity Golf Course Maintenance
Mr. Bill Rayson
Palm Beach National Golf & Country Club
5106 New Tanaka Highway
Lakeland, FL 33803

Project:
North Palm Beach

IRRIGATION WATER
Report No.: 23,088-0079
Report Date: 11/11/11
Sample Method: GA 79-2007
Sample Location: 11/11/11
Page: 1 of 1

Sample Id: Pump House

ANION	mg/L	ppm
Chloride	121	121
Sulfate	121	121
Magnesium	121	121
Potassium	121	121
Ammonia	121	121
Antimony	121	121
SUM OF ANIONS		91.12

CATION	mg/L	ppm
Calcium	121	121
Sodium	121	121
Magnesium	121	121
Potassium	121	121
Ammonia	121	121
Antimony	121	121
SUM OF CATIONS		91.12

Calcium Hardness	242	242
Equivalent Hardness	121	121
Mineral Hardness	121	121
Total Dissolved Solids	121	121
and the maximum value	121	121
Spontaneous Reaction	121	121
Reaction	121	121

Calcium	121	121
Calcium	121	121
Calcium	121	121
Calcium	121	121
Calcium	121	121
Calcium	121	121
Calcium	121	121

Plant Protection Program – A comprehensive preventative disease and insect program has been constructed for North Palm Beach Country Club. Target diseases controlled preventatively include Leaf Spot, Pythium species, Fairy Ring, and other diseases. Target insects controlled preventatively include mole crickets, grubs, turf-feeding Caterpillars, and white grubs.

Nematodes – BVGM will monitor nematode populations and impact on turf quality diligently throughout the growing season. Any necessary applications will be likely timed during shoulder seasons when bermudagrass is most susceptible to nematode damage. BVGM will consider all control options, but prefer to use Curfew as a last resort due to its course disruption and potential off-target impacts. BVGM has employed effective and economical alternative nematode control options successfully at other FL properties and would consider these at North Palm Beach Country Club.

TEES AND FAIRWAYS

Agronomic programs for tees, fairways, and rough were constructed specifically for Latitude 36 bermudagrass. This variety of bermudagrass is unique and requires specific nutritional and cultural practices for optimum performance. Our experience with Latitude 36 during our tenure at NPBCC puts BVGM in unique position of holding intellectual property that other maintenance providers cannot provide.

Fairway/Tee Fertility Program – A combination of granular and liquid fertilizers will be applied to fairways and tees during the growing season, targeting 7.6 lbs N/1000 ft²/year and 1.2 lbs K/1000 ft²/year. Tees will receive additional supplemental fertilizer to assist with spring growth and turf density (9.8 lbs N/1000 ft²/year and 3.2 lbs K/1000 ft²/year). Bulk granular fertilizers will be applied during spring and fall months.

Plant Growth Regulator and Foliar Fertilizer Program – Plant growth regulators (PGRs) suppress the elongation of shoots in turfgrass resulting in a tighter playing surface, reduced scalping, and darker green color. BVGM would initiate a spray program every 2-3 weeks during the growing season on both tees and fairways. A foliar fertilizer and iron-based product will be added with each of these sprays to further enhance color and growth.

Cultural Program – A core aerification program should be performed at least once and preferably twice on fairways and tees during spring/fall to reduce compaction and promote deep rooting which would improve the year-round performance of fairways and tees.

Weed and Insect Control Program – Preemergence and postemergence herbicides will be used to control grassy and broadleaf weeds. Tees and fairways will receive 5 preemergence applications per year. Additionally, preventative insecticide applications are made annually for mole crickets, grubs, and other insects.

Nematodes – Similar to fairways, BVGM will monitor nematode populations and impact on turf quality diligently throughout the growing season. Any necessary applications on tees and fairways will be discussed with the Village of North Palm Beach.

ROUGH

Fertilizer Program – Similar to the fairways and tees, slow-release Urea fertilizer technology will be applied to all rough during spring, summer and fall months to promote growth and recovery. Bulk applications of fertilizer will target 4.3 lbs N/1000 ft²/year and 1.0 lbs K/1000 ft²/year.

Weed and Insect Control Program – Preemergence and postemergence herbicides will be used to control grassy and broadleaf weeds. Rough will receive 5 preemergence applications per year. Additionally, preventative insecticide applications are made annually for mole crickets, grubs, and other insects.

OTHER AREAS

Native Areas – NPBCC has approximately 10A of native sand and landscaped areas throughout the golf course. A comprehensive PRE and POST herbicide program is included in the BASE level agronomic plan.

Golf Course Detail - BVGM will develop specifications for these detail activities such as bunker edging, irrigation head edging, etc.

Bunker Maintenance – The bunkers are key playability and aesthetic features of NPBCC. BVGM will employ a prescriptive granular and liquid-based nutrition to ensure adequate fertility is delivered to bunker faces and surrounds. Additionally, wetting agents will be used to improve moisture retention on the slopes and surrounds.

CONCLUSION

BVGM is eager to continue to partner with North Palm Beach Country Club to further advance conditions of their golf property. These are important assets to the North Palm Beach Country Club, and we would embrace the opportunity to continue to maintain these playing surfaces. These would be the top priorities for BVGM.

1. Improved year-round performance and consistency of putting greens. Agronomic programs will focus on moisture management and cultural practices to improve playability and ball roll.
2. Comprehensive granular and foliar spray program on fairways and tees to improve turf quality and density. The primary objective of the program is to provide an excellent playing surface year-round with a focus of improved conditions during fall/winter months.
3. Improved color and density in rough.
4. Improvement in overall golf course detail to enhance the visual and aesthetic golfing experience at North Palm Beach Country Club.
5. Enhanced weed control programs across the entire golf course. Weed control to be attained via preemergence and postemergence applications.

2. TEE MAINTENANCE

Task	Frequency	Method & Specifications	BrightView Notes
Mowing	<ul style="list-style-type: none"> 3x/week during the growing season 	<ul style="list-style-type: none"> Using triplex-type mowers. Height of cut = 0.400"–.600" 	
Set Up	<ul style="list-style-type: none"> 1x/week – Divot repair 7x – Tee markers placement 	<ul style="list-style-type: none"> Divots filled to promote tee recovery and maintain level surface. Tee located to be consistent with hole placement. 	<ul style="list-style-type: none"> Trash removed daily.
Cultural Practices	<ul style="list-style-type: none"> 3x/year – Core Aeration/vertcutting As needed – Solid tine / slicing 3x/year – Topdressing 	<ul style="list-style-type: none"> Aerify May, July and August. Additional vertcutting as indicated by course conditions. 	<ul style="list-style-type: none"> Cultural practices may be increased if soil conditions require to improve turf quality.
Fertilization	<ul style="list-style-type: none"> 26x/year 	<ul style="list-style-type: none"> Fertilizer type and rates will be determined from the results of annual soil nutrient level testing and growing conditions at the time of treatment. Granular program included 10.83 lbs N – .45 lbs P2O5 – 5.91 lbs K2O/1000 ft2 will be applied annually, under normal conditions. Additional spot applications rendered to problem turf Areas. 	<ul style="list-style-type: none"> Our year-round program is based on plant and soil chemistry. Soil tests will be used to build fertilization program. Rates are subject to change based on agronomic factors. Nitrogen program designed to provide adequate growth, color and traffic tolerance
Weed Control	<ul style="list-style-type: none"> Seasonal As needed 	<ul style="list-style-type: none"> Will be achieved through both pre-emergence and post-emergence chemical applications. 	<ul style="list-style-type: none"> Pre-emergence and post-emergence herbicide program is included targeting poa, crabgrass, goosegrass, nutsedge and several broadleaf weeds. Multiple herbicide modes of action will be used for resistance management.
Insect and Pest Control	<ul style="list-style-type: none"> Seasonal As needed 	<ul style="list-style-type: none"> IPM (Integrated Pest Management) program will govern rates and timing of applications. All applicable regulations shall be strictly adhered to and enforced. All required regulatory reporting will be the responsibility of BrightView. 	<ul style="list-style-type: none"> We regularly monitor insect and disease thresholds throughout the season. Preventative applications will be made to control grubs and other turf-feeding insects.
PGR	<ul style="list-style-type: none"> 26x/year 	<ul style="list-style-type: none"> A PGR will be applied in spring and summer. 	<ul style="list-style-type: none"> Benefits of PGRs include improved turf quality, improved stress tolerance and reduced water use. We are expert in using PGR technology and will use PGRs to improve turf quality and playability.
BrightView Annual Diagnostic Program	<ul style="list-style-type: none"> Comprehensive soil nutrient, plant tissue, and water quality analyses will be performed yearly to build a prescription-based agronomic plan. 	<ul style="list-style-type: none"> Soil nutrient samples 2x/year. Plant tissue analysis 6x/year. Water quality samples 3x/year. Nematode assays as needed. Disease/insect identification as needed. 	<ul style="list-style-type: none"> Results will be compiled by Superintendent and reviewed collectively with Area Director and Vice President of Agronomy to continue to build and fine-tune the agronomic plan.

3. FAIRWAYS

Task	Frequency	Method & Specifications	BrightView Notes
Mowing	<ul style="list-style-type: none"> 4x/week during the growing season 	<ul style="list-style-type: none"> Consistent straight mowing pattern and defined edges. Fairway width maintained to current size. Height of cut = 0.400" - .600" based on season. 	
Cultural Practices	<ul style="list-style-type: none"> 4x/year - Aeration 2x/year - Verticutting 	<ul style="list-style-type: none"> Aerify in May, July, August and September. May and August 	<ul style="list-style-type: none"> Cultural practices may be increased, if soil conditions require, to improve turf quality.
Fertilization	<ul style="list-style-type: none"> 26x/year 	<ul style="list-style-type: none"> Fertilizer type and rates will be determined from the results of annual soil nutrient level testing and growing conditions at the time of treatment. Granular program included 10.03 lbs N - 0.45 lbs P2O5 - 4.31 lbs K2O/1000 ft2 will be applied annually, under normal conditions. Additional spot applications rendered to problem turf Areas. 	<ul style="list-style-type: none"> Our year-round program is based on plant and soil chemistry. Soil tests will be used to build fertilization program. Rates are subject to change based on agronomic factors. Nitrogen program designed to provide adequate growth, color and traffic tolerance.
Weed Control	<ul style="list-style-type: none"> Seasonal As needed 	<ul style="list-style-type: none"> Will be achieved through both pre-emergence and post-emergence chemical applications. 	<ul style="list-style-type: none"> Pre-emergence and post-emergence herbicide program is included targeting the following weeds: poa, crabgrass, goosegrass, nutsedge, and several broadleaf weeds. Multiple herbicide modes of action will be used for resistance management.
Insect and Pest Control	<ul style="list-style-type: none"> Seasonal As needed 	<ul style="list-style-type: none"> IPM (Integrated Pest Management) program will govern rates and timing of applications. All applicable regulations shall be strictly adhered to and enforced. All required regulatory reporting will be the responsibility of BrightView. 	<ul style="list-style-type: none"> We regularly monitor insect and disease thresholds throughout the season. Preventative applications will be made to control grubs and other turf-feeding insects.
PGR	<ul style="list-style-type: none"> 26x/year 	<ul style="list-style-type: none"> A PGR will be applied in spring and summer on both Bermudagrass. 	<ul style="list-style-type: none"> Benefits of PGRs include improved turf quality, improved stress tolerance and reduced water use. We are expert in using PGR technology and will use PGRs to improve turf quality and playability. Foliar Nitrogen and Iron will be applied in combination with PGR applications to supplement granular fertilizer program. This will greatly improve turf color and density.
BrightView Annual Diagnostic Program	<ul style="list-style-type: none"> Comprehensive soil nutrient, plant tissue, and water quality analyses will be performed yearly to build a prescription-based agronomic plan. 	<ul style="list-style-type: none"> Soil nutrient samples 2x/year. Water quality samples 2x/year. Disease/insect identification as needed. 	<ul style="list-style-type: none"> Results will be compiled by Superintendent and reviewed collectively with Area Director and Vice President of Agronomy to continue to build and fine-tune the agronomic plan.

4. PRIMARY ROUGHS

Task	Frequency	Method & Specifications	BrightView Notes
Mowing	• 1-2x/week – may be increased in periods of high growth	<ul style="list-style-type: none"> Using reel type rough mower and trim mowers. Height of cut = 1.5”-2” depending on season. 	
Cultural Practices	• 3x/year – aeration	• Aerate in May, July and August	• Cultural practices may be increased, if soil conditions require, to improve turf quality.
Fertilization	• 6x/year	<ul style="list-style-type: none"> 6.61 lbs N – 0.59 lbs P2O5 – 1.92 lbs K2O/1000 ft2 will be applied annually, under normal conditions. Additional spot applications rendered to problem turf Areas. 	<ul style="list-style-type: none"> Our year-round program is based on plant and soil chemistry. Soil tests will be used to build fertilization program. Rates are subject to change based on agronomic factors.
Weed Control	<ul style="list-style-type: none"> Seasonal As needed 	<ul style="list-style-type: none"> Will be maintained to control weeds in rough and tee surrounds. Will be achieved through both pre-emergence and post-emergence chemical applications. 	<ul style="list-style-type: none"> Pre-emergence and post-emergence herbicide program is included targeting the following weeds: poa, crabgrass, goosegrass, nutsedge, and several broadleaf weeds. Multiple herbicide modes of actions will be used for resistance management.

5. BUNKERS (BrightView will deliver clean, playable and weed-free sand bunkers. Sand depth will be monitored and adjusted once annually)

Task	Frequency	Method & Specifications	BrightView Notes
Raking	• 7x/week	<ul style="list-style-type: none"> Mechanical raking. Hand raking faces and edges as required. 	• Maintain the design integrity of bunkers.
Edging	• 2x/Month	• Mechanical edging to ensure hazard is well defined.	
Sand Depth	• 1x/year – Inspected	• 4” base	• Sand redistributed as needed to improve bunker playability.
Mowing	• 1x/week	• Using a Flymow.	• Maintain a manicured appearance.

6. IRRIGATION

Irrigation performance and delivery will be monitored daily to ensure adequate water is being applied for healthy turfgrass growth and firm playing conditions. Rain gauges and soil TDR meters will be used extensively to identify wet and/or dry areas. Hand watering will be used when needed to deliver additional water to dry areas without the use of overhead irrigation.

Task	Frequency	Method & Specifications	BrightView Notes
Scheduling	• Daily	• Use of automatic irrigation system.	• Daily adjustments to ensure optimal effectiveness of irrigation across golf course.
Repairs	• As needed	<ul style="list-style-type: none"> Leaks repaired within 24 hours. Club approval prior to taking system down for longer than 48 hours. 	<ul style="list-style-type: none"> Responsible for all operation repairs and maintenance for system. Capital improvement or replacement for system responsibility of Club and requires prior written authorization.
Irrigation Audit	• Annually	• Check pressure, plugged nozzles, and adjustment, rotation and proper central irrigation water management program.	• We partner with other clients to define best practices, establish benchmarks and educate the public about water-use efficiency.

7. EQUIPMENT MAINTENANCE AND REPAIR

BrightView utilizes the fleet maintenance system “My Turf.” This program automatically alerts when maintenance is due, automates tasks and parts list for each preventive maintenance event and archives a full record of all parts and labor costs per equipment.

Task	Frequency	Method & Specifications	BrightView Notes
Edging	• 12x/year	<ul style="list-style-type: none"> Maintain neat appearance Remove clippings 	• Cart paths blown after edging to maintain clean appearance
Traffic Control	• Daily	<ul style="list-style-type: none"> Limit access to excessive travel areas Use of signs and ropes 	

B. Schedule Control/Operations Calendar

		WINTER						SUMMER				
ACTIVITIES	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEPT
Greens Maintenance												
Mow (freq per week)	7	7	7	7	7	7	7	7	7	7	7	7
Roll Greens (freq per week)	3	3	3	3	3	3	3	3	3	3	3	3
Vertical Mow/Grooming (freq per week)	1	1	1	1	1	1	1	1	1	1	1	1
Light Topdressing (freq per week)	1	1	1	1	1	1	1		1			1
Heavy Topdressing								1		1	1	
Aerification								1		1	1	
Dry/Liquid Fertility Applications (freq per week)	1	1	1	1	1	1	1	1	1	1	1	1
Control Products (freq per month)	2	2	2	2	2	2	2	2	2	2	2	2
Tees (includes Range Tees)												
Mow (freq per week)	3	3	3	3	3	3	3	3	3	3	3	3
Aerification								1		1	1	
Top Dress								1		1	1	
Divot Repair (freq per week)	1	1	1	1	1	1	1	1	1	1	1	1
Verticutting								1		1	1	
Dry/Liquid Fertility Applications (freq per month)	2	2	2	2	2	2	2	2	2	2	2	2
Control Products	1			1			1			1		
Fairways, Collars and Approaches												
Mow (freq per week)	4	3	3	3	3	4	4	4	4	4	4	4
Aerification								1		1	1	
Slicing/Solid Tine	1					1						
Verticutting								1		1	1	
Dry / Liquid Fertility Applications	2	2	2	2	2	2	2	2	2	2	2	2
Control Products	1			1			1			1		
Roughs												
Mow (freq per week)	1	1	1	1	1	1	2	2	2	2	2	2
Aerification								1		1	1	
Dry Fertilization	1		1			1		1	1	1	1	1
Control Products	1			1			1			1		
Setup												
Cups Changed (freq per week)	7	7	7	7	7	7	7	7	7	7	7	7
Tee Markers Moved (freq per week)	7	7	7	7	7	7	7	7	7	7	7	7
Ball Washer Service (freq per week)	1	1	1	1	1	1	1	1	1	1	1	1
Bunkers												
Raking (freq per week)	7	7	7	7	7	7	7	7	7	7	7	7
Sand Depth Check	1											
Flymo Bunker Faces (freq per week)	1	1	1	1	1	1	1	1	1	1	1	1
Edging (freq per month)	2	2	2	2	2	2	2	2	2	2	2	2
Cart Paths												
Cleaning/Blowing (freq per week)	1	1	1	1	1	1	1	1	1	1	1	1
Edging (freq per month)	1	1	1	1	1	1	1	1	1	1	1	1
Other												
Clean Tee Signs & Perm Markers (freq per week)	1	1	1	1	1	1	1	1	1	1	1	1
Pump Station Check (freq per week)	1	1	1	1	1	1	1	1	1	1	1	1
Soil Analysis	1					1						
Water Testing	1					1						
Tissue Testing							1	1	1	1	1	1
Physical Soil Testing	1											
Tree Well Detail (freq per month)	1	1	1	1	1	1	1	1	1	1	1	1
Palm Trimming			1									
Irrigation Head Maint	1	1	1	1	1	1	1	1	1	1	1	1
Pump Station PM			1							1		

C. Staffing Chart

Staffing to Stay on Top of Every Detail

Our customers have trouble comprehending how we can accomplish so much work (often 15%+ percent more efficiently) without seeing a difference in quality. We don't cut corners. We just work smarter.

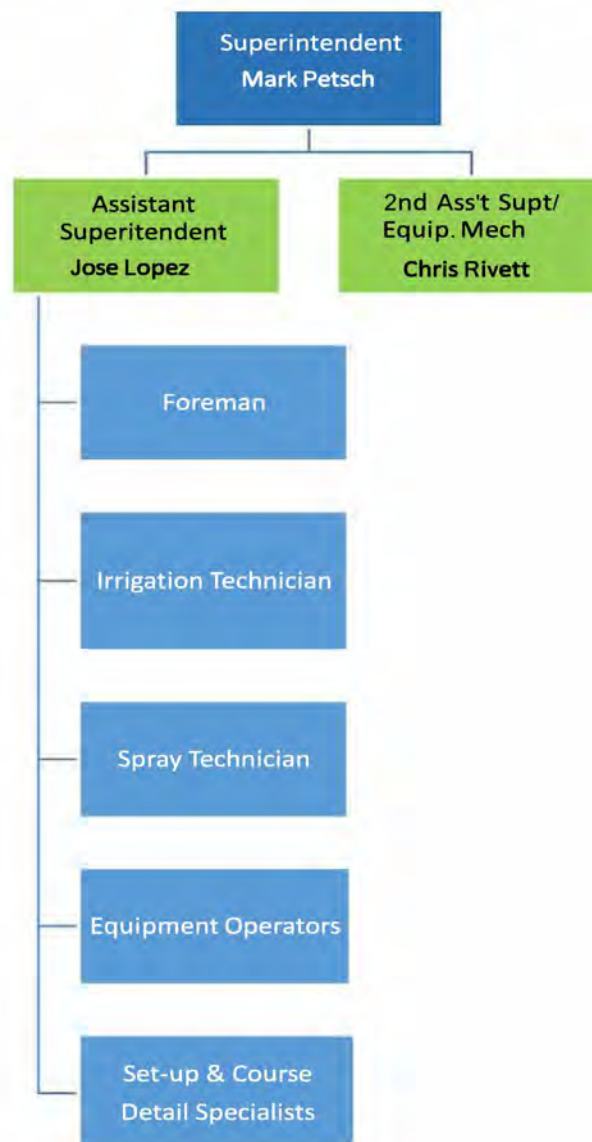
To determine your staffing needs, we pull from years of observation and testing to determine the man-hours required to accomplish the work that needs to get done at the quality level the club expects.

For **NPBCC** we designed and will continue to follow this schedule.

Daily Labor Count							
Seasons	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Summer	18	18	18	18	18	10	8
Winter	18	18	18	18	18	10	8
Summer Season	36	Weeks		7 Hours	4 Hours	3 Hours	3 Hours
Full-time Employees	18						
Winter Season	16	Weeks					
Full-time Employees	18						

* - Daily Labor Count is an estimate of needed employees and the mix between Full-time and Part-time labor is subject to change. All work is based on man-hours and staffing may be adjusted in order to complete the work specified in the Technical Specifications.

D. Course Organization Chart



E. Your Team - Job Descriptions



Golf Course Superintendent

BrightView Golf Maintenance is recognized nationwide as the leader in golf course maintenance services.

The superintendent is entrusted with the maintenance, operation and management of a golf course. He serves as the liaison between the company, the customer representative and the golf shop on matters concerning daily course operation. He shall be easily contacted and will, in turn, be in contact with the key employees on the golf course at all times. The superintendent must be able to respond quickly to any situation.

Duties and responsibilities include:

- Plan, organize, and direct maintenance of all areas within the scope and according to the technical specifications of the contract.
- Partner with the customer to understand or develop a long term property improvement plan.
- Supervise the operation, maintenance and repair of all equipment assigned to the course.
- Prepare and operate within annual budget estimates.
- Prepare and follow an annual agronomic plan that operates within the technical specifications of the contract and the annual budget.
- Procure and manage supplies and materials to support maintenance activities.
- Create and distribute report of maintenance activities as required.
- Manage golf course employees including interview, hire, training, discipline and separation.
- Protect the company's interest by an awareness of and compliance with all applicable regulations including course and company policies.
- Fulfill administrative duties timely. Administer all aspects of the BrightView Safety Program and the BrightView BV360 Management Program.
- Represent BrightView Golf Maintenance in a positive and professional manner including attitude, appearance and speech.
- Maintain effective employee and public relations.
- Meet or exceed external and internal customer expectations.

Qualifications include:

- Experience in all phases of golf course management and turf culture.
- A working knowledge of the construction, establishment, and maintenance practices employed on golf course putting greens, tees, fairways, roughs, and bunkers.
- A degree or advanced knowledge of agronomy, horticulture, plant or soil science. High degree of administrative and executive ability including effective oral and written communication skills and computer proficiency.
- Certified and /or licensed for pesticide usage.
- Familiar with the characteristics and proper use of fertilizers and soil conditioners. Knowledge of irrigation including watering practices, irrigation systems, pumps, wells and automatic controls and drainage.
- Able to prepare the course for play in accordance with the rules of golf. Able to evaluate the course from the player's perspective.
- Valid driver's license.

Assistant Golf Course Superintendent

BrightView Golf Maintenance is recognized nationwide as the leader in golf course maintenance services.

The assistant golf course superintendent reports directly to the golf course superintendent and is responsible to execute the superintendent's job duties in his absence. The superintendent is entrusted with the maintenance, operation, and management of a golf course maintenance operation. He serves as the liaison between the company, the customer representative and the golf shop on matters concerning daily course operation. He shall be easily contacted and will, in turn, be in contact with the key employees on the golf course at all times. The superintendent and assistant superintendent must be able to respond quickly to any situation.

Duties and Responsibilities Include:

- Assist the superintendent to organize and direct maintenance of all areas within the scope and according to the technical specifications of the contract.
- Supervise the operation, maintenance, and repair of all equipment assigned to the course.
- Procure and manage supplies and materials to support maintenance activities.
- Manage golf course maintenance employees. Provide valuable inputs on the interview, hire, training, discipline and the separation process.
- Protect the company's interest through an awareness of and compliance with all applicable regulations including course and company policies. Fulfill administrative duties timely.
- Administer all aspects of the BrightView Safety Program and the BV360 Management Program
- Represent BrightView Golf Maintenance in a positive and professional manner including attitude, appearance, and public relations.
- Meet or exceed external and internal customer expectations.

Qualifications Include:

- Experience in golf course management and turf culture preferred.
- An awareness of the construction, establishment and maintenance practices employed on golf course putting greens, tees, fairways, roughs and bunkers.
- A degree or advanced knowledge of agronomy, horticulture, plant or soil science preferred.
- Aptitude for administrative and executive responsibilities including effective oral and written communication skills and computer proficiency.
- Must obtain and maintain state sanctioned pesticide applicator license within 6 months of entry into this job.
- Familiar with the characteristics and proper use of fertilizers and soil conditioners.
- Knowledge of irrigation including watering practices, irrigation systems, pumps, wells and automatic controls and drainage.
- Able to prepare the course for play in accordance with the rules of golf.
- Able to evaluate the course from the player's perspective.
- Valid driver's license.

2nd Ass't Sup/Equipment Mechanic

BrightView Golf Maintenance is recognized nationwide as the leader in golf course maintenance services.

Duties and Responsibilities Include:

- Performing preventative maintenance and repairs on a variety of small engines- oil changes, filters, etc.
- Maintaining accurate information and reports of services
- Performing minor maintenance and repairs on hydraulic and electric components of equipment
- Performing various tasks associated with maintaining properly performing cutting units, including adjusting heights, minor reel adjustments
- Regular equipment relocation via truck and trailer within region
- Ensure that all equipment operates efficiently and safely at all times

Qualifications Include:

- Strong work ethic
- Effective oral and written communication skills
- Ability to prioritize and multi-task and work in fast paced environment
- Valid Driver's License
- Physical demands are required for this position and might include, but are not limited to:
- Regular Heavy lifting up to 50 pounds
- Noise level in work environment is usually moderate
- Occasional exposure to outside weather conditions including sun, rain, cold
- Repetitive movement- standing, walking, twisting, turning, bending squatting, stooping, talking, writing, and typing

Foreman

BrightView Golf Maintenance is recognized nationwide as the leader in golf course maintenance services.

The foreman reports directly to the golf course superintendent or assistant golf course superintendent

Duties and Responsibilities Include:

- Direct the maintenance of all areas as defined by the superintendent or assistant superintendent.
- Supervise the operation, maintenance and repair of all equipment assigned to the course.
- Supervise special projects as directed by superintendent or assistant superintendent.
- Manage and dispense supplies and materials to support maintenance activities.
- Directly supervise and train golf course employees. Provide feedback on employee training and discipline.
- Identify problems and communicate promptly with superintendent or assistant superintendent.
- Protect the company's interest by an awareness of and compliance with all applicable regulations including course and company policies.
- Administer all aspects of the BrightView Safety Program.
- Represent BrightView Golf Course Maintenance in a positive and professional manner including attitude, appearance and speech.
- Maintain effective employee and public relations.

Qualifications Include:

- Knowledge of turfgrass management.
- Knowledge of irrigation and drainage principles.
- Proven leadership capabilities
- Ability to operate and train on all pieces of equipment employed at the course.
- Ability to apply as directed fertilizers, soil conditioners and other control products.
- Valid driver's license.

Irrigation Technician

BrightView Golf Maintenance is recognized nationwide as the leader in golf course maintenance services.

- Installing systems and ensuring that they function efficiently
- Repairing and maintaining valves- including quick coupler valves, tracing electrical components, installing and initializing clocks and timers, locating existing zones and valves and performing pump repairs
- Repairing and maintaining sprinklers, including quick coupler inserts
- Adhering to Company's safety policy and ensuring that the public will be safe while in contact with irrigation maintenance or repairs

Requirements:

- Minimum of 1 year experience working with golf course irrigation systems
- Strong work ethic
- Effective oral communication skills
- Ability to prioritize and multi-task and work in a fast-paced environment
- Physical demands are required for this position and might include, but are not limited to:
 - Heavy lifting up to 50 pounds
 - Regular exposure to outside environment including rain, cold, sun, or night
 - Repetitive movement- standing, walking, twisting, turning, bending, squatting, stooping
- Irrigation certification a plus

Spray Applicator

Part Time

BrightView Golf Maintenance is recognized nationwide as the leader in golf course maintenance services.

Duties and Responsibilities Include:

- Experience with chemical or spray applications
- Must work under the direction and supervision of the Assistant Golf Course Superintendent And Agronomic Technician
- Maintain a valid Driver's License
- Strong attention to detail
- Able to operate efficiently and safely at all times
- Ability to perform other cultural applications on golf course as needed - assist with aerifications, applying seed to designated areas, sand topdressing applications
- Physical demands are required for this position and might include, but are not limited to:
 - Heavy lifting up to 50 pounds
 - Regular exposure to outside environment including rain, cold, sun, or night
 - Repetitive movement- standing, walking, twisting, turning, bending, squatting, stooping
- Bilingual (Spanish/English) a benefit

Groundsperson (Green Team)

Full or Part Time

BrightView Golf Maintenance is recognized nationwide as the leader in golf course maintenance services.

- Mowing small turf areas using “fly-mo” or small push power mowers
- Trimming and edging using a gas powered edger/trimmer
- Operating a gas powered blower
- Trimming shrubs and low trees to shape and improve growth or to remove damaged leaves, branches, or twigs using shears, pruners, or gas powered hedge trimmers
- Picking up leaves, trash, and cut grass and placing onto a truck or trailer
- Perform weeding by hand or using a garden hoe or hula hoe
- Ability to report for daily work at different job sites within region to perform required tasks
- May include Greenskeeper and/or Irrigator duties as assigned.
- Bilingual (English/Spanish) a plus
- Physical demands are required for this position and might include, but are not limited to:
 - Regular Heavy lifting up to 50 pounds
 - Regular exposure to outside environment including rain, cold, sun, or night
 - Repetitive movement- standing, walking, twisting, turning, bending, squatting, stooping

Greenskeeper (Gold Team)

Full or Part Time

Walk Mowing Specialist, Set Up Specialist, Bunker Specialist, Seasonal Watering Technician

BrightView Golf Maintenance is recognized nationwide as the leader in golf course maintenance services.

- Changing cup locations on all greens daily or as directed by supervisor
- Servicing all teeing ground stations on course to include:
 - Moving markers
 - Sand/seeding divots from prior day's play
 - Removing broken tees
 - Removing trash from receptacles
 - Maintaining ball-washers water and soap
 - Policing trash from golf course during daily travel
 - Daily monitoring of traffic control devices on golf course- ropes, stakes, and directional signs
 - Daily cleaning and stocking of restrooms.
 - Occasional picking up leaves, trash, and cut grass and placing onto a truck or trailer
- Operating various vehicles used to perform daily bunker raking activities, including power raking and hand raking
- Mowing small turf areas using small push power mowers
- Picking up leaves, trash, and cut grass and placing onto a truck or trailer
- May include applying irrigation to golf course as directed by a supervisor.
- Bilingual (English/Spanish) a plus
- Ability to report for daily work at different job sites within region to perform required tasks
- Physical demands are required for this position and might include, but are not limited to:
 - Regular light lifting up to 20 pounds
 - Regular exposure to outside environment including rain, cold, sun, or night
 - Especially Repetitive movement- twisting, turning, bending, squatting, stooping, standing, walking, sitting

F. Equipment List

2 Baroness Bunker Rakes



2 Baroness Fairway Mowers



1 Baroness Rough Mower



4 Baroness Triplexes



1 Toro Ground Master 3500D

1 Toro MP Sprayer

1 Toro Workman HDX

5 Cushman Haulers



Verticut Reel

Toro Procore

Groomer Reels

2 Blowers

MH-400

Grinder

Grinder













Section 3: Required Forms



A. Proposer's Acknowledgment and Proposal Form

PROPOSER'S ACKNOWLEDGMENT AND PROPOSAL FORM

Request for Proposals for Golf Course Maintenance Services

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

Fed. ID# or SSN: 95-2999239

Address: 980 Jolly Road, Suite 300 Blue Bell, PA 19422

Telephone No.: 844-235-7778 Fax Number: n/a

E-Mail: Terry.McGuire@BrightView.com

Contact representative: Terrance D. McGuire, Vice President and General Manager

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.

		12/20/2023
<hr/> Authorized Representative's Signature		<hr/> Date
Terrance D. McGuire		Vice President and General Manager
<hr/> Name:		<hr/> Position:

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

BrightView Golf Maintenance, 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): Florida State Corporation #F04000000526, Palm Beach County and Village of North Palm Beach
Business Tax Receipts to be obtained upon award.

Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum on an annual basis:

One Million Five Hundred Eighty-Five Thousand Eight Hundred Eighty Dollars
Written Dollar Amount

(\$ 1,585,880.00)

Proposal Form 1

B. Additional Information for RFP Proposal

Additional Information for RFP Proposal (Use Additional Sheets if necessary)

1. Year of Incorporation: 1976
2. Where was Company Incorporated: California
3. Number of years engaged in business under the present name: 7
4. General character of work performed by you or your company:
As required by project specifications, BrightView Golf Maintenance, Inc. provides comprehensive golf course maintenance services including turf management, lake aquatic maintenance, irrigation system operation and maintenance, golf course equipment operation and maintenance, cart path maintenance and apartment landscape maintenance services as required at clubhouse areas, parking lots or other areas identified by the project requirements.
5. Please attach evidence of possession of required licenses and/or business permits.
See attached
6. Number of employees: over 500
7. Please attach resumes or background and experience information of principal members of your company including personnel providing services to the Village. see attached
8. Bonding capacity: \$400 Million see attached Section 3
9. Have you ever defaulted on a contract? NO If yes, please attach additional information explaining where and why?
10. Please list information on you or your company's experience in performance of work similar to that requested in the RFP:

Project	\$ Value	Contact Name	Phone #
<u>Champions Gate Golf Resort The</u>	<u>\$2.67 M</u>	<u>Patrick Dill, Director of Golf</u>	<u>631-624-6340</u>
<u>The Biltmore Hotel and Golf</u>	<u>\$1.65M</u>	<u>Tom Prescott, President</u>	<u>202-437-1994</u>
<u>Palm Beach County Golf Courses</u>	<u>\$3.6 M</u>	<u>Rich Smolen, Golf Course Manager</u>	<u>561-629-8800</u>
<u>Ironwood Golf Course</u>	<u>\$2.5 M</u>	<u>Erik Thomas, Golf Pro</u>	<u>352-275-1386</u>

11. Please attach additional information on any current contracts you or your firm currently has for work similar to that requested in the RFP (if different from above), who the contract is with, and a contact name and number. See attached
12. Please attach information on all lawsuits (related to similar projects) or arbitrations to which you have been a party and which arose from performance issues occurring within the last 4 years. Please provide case number and style of said lawsuits.
BrightView Golf Maintenance, Inc. has not been a part to any lawsuits or arbitrations arising from performance issues within the last 8 years.

C. Drug Free Workplace

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

Date

Drug Free Workplace

D. Sworn Statement

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 Terrance D. McGuire, Vice President and General Manager
(print individual's name and title)
for BrightView Golf Maintenance, Inc.
(print name of entity submitting sworn statement)

whose business address is 980 Jolly Road, Suite 300 Blue Bell, PA 19422

and (if applicable) its Federal Employer Identification Number (FEIN) is: 95-2999239

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

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

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

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

a. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

Sworn Statement 1

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:

Sworn Statement 2

E. Scrutinized Vendor Certification

SCRUTINIZED VENDOR CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

by Terrance D. McGuire, Vice President and General Manager

(print individual's name and title)

for BrightView Golf Maintenance, Inc.

(print name of entity submitting sworn statement)

whose business address is 980 Jolly Road, Suite 300 Blue Bell, PA 19422

and (if applicable) its Federal Employer Identification Number (FEIN) is: 95-2999239

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

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

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

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

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

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

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

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

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

Scrutinized Vendor 1



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:

Scrutinized Vendor 2

F. Evidence of Required Licenses



December 20, 2023

Required Licenses and/or Business Permits

Please note that BrightView Golf Maintenance, Inc. will apply for and obtain any Village of North Palm Beach Business Tax Receipt and Palm Beach County Business Tax Receipt for the Golf Course Maintenance Services at the Village of North Palm Beach upon award.

G. Evidence of required COI



CERTIFICATE OF LIABILITY INSURANCE

DATE:MM/DD/YYYY
09/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA		CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0101 E-MAIL Address:	
		INSURER/S AFFORDING COVERAGE	NAIC#
INSURED BrightView Golf Maintenance, Inc. 27001 Agoura Road, Suite 350 Calabasas CA 91301 USA		INSURER A: ACE American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	22667

COVERAGES **CERTIFICATE NUMBER:** 570101790744 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

TYPE	TYPE OF INSURANCE	AND SUBS	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPI. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	XSLG47325857 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE: \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence): \$2,000,000 MED EXP (Any one person): \$10,000 PERSONAL & ADV INJURY: \$2,000,000 GENERAL AGGREGATE: \$5,000,000 PRODUCTS - COM/OP AGG: \$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA #10716561	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Per accident): \$5,000,000 BODILY INJURY (Per person): BODILY INJURY (Per accident): PROPERTY DAMAGE (Per accident):
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE: AGGREGATE:
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETARY PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLRC5068541A WC - AOS SCPC50685482 WC - WI	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$2,000,000 E.L. DISEASE EA EMPLOYEE: \$2,000,000 E.L. DISEASE-POLICY LIMIT: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 207559 North Palm Beach Country Club, 951 U.S. Highway 1, North Palm Beach, FL 33408. Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policies.

CERTIFICATE HOLDER

CANCELLATION

Village of North Palm Beach Director of Golf Allan Roman 501 US Hwy 1 North Palm Beach FL 33408 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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ACORD 25 (2016/03)

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H. Evidence of Bondability



August 15, 2023

RE: Project Prequalification Letter – BrightView Golf Maintenance, Inc.

To Whom It May Concern:

Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Fidelity and Deposit Company of Maryland, United States Fire Insurance Company (Amynta) and Westchester Fire Insurance Company ("Sureties") are current surety partners for BrightView Golf Maintenance, Inc. ("BrightView"). BrightView is a valued customer of each Surety with ongoing relationships that, in some cases, exceed 20 years in length. Each of BrightView's Sureties is recognized by A.M. Best with financial strength ratings of A XV, A++ XV, A+ XV, A XIV and A++ XV, respectively. Additionally, each surety is listed in the Department of Treasury's Federal Register of Certified Companies and is a licensed, admitted surety in all fifty US States.

BrightView has single project bond capacity in excess of **\$150 Million** and a collective aggregate bond capacity in excess of **\$750 Million**. Total available capacity is in excess of **\$400 Million**.

Please note that this letter is not an assumption of liability, nor is it a bid bond or performance bond. Any request for surety support would be subject to normal Surety underwriting procedures and is exclusively a matter between BrightView and its Sureties. Therefore, there is no liability to you or to any third party if for any reason Sureties do not execute any bonds.

Very truly yours,

Liberty Mutual Insurance Company
Travelers Casualty and Surety Company of America
Fidelity and Deposit Company of Maryland
United States Fire Insurance Company (Amynta)
Westchester Fire Insurance Company

A handwritten signature in dark ink, appearing to read 'Meghan Hanes', is positioned above the printed name.

Meghan Hanes, Attorney-in-Fact



I. Florida Lawsuits/Arbitrations

BrightView Golf Maintenance, Inc. has not been a party to any lawsuits or arbitrations arising from performance issues within the last four (4) years.



J. Statement of Acceptance of Direct Purchase Program Option

BrightView Golf Maintenance accepts the Village of North Palm Beach Direct Purchase Option which is outlined in the scope of work.









980 Jolly Rd, Suite 300 Blue Bell, PA 19422
www.BrightView.com

Enhancement Programs – North Palm Beach Country Club

In addition to the base agronomic programs, BVGM has incorporated several enhancement programs and procedures to further advance the playability, performance, and aesthetics of the North Palm Beach Country Club. Below is a summary table of these programs and their inclusion into 2 levels of additional improvement Programs (Enhanced, and Premium). Further explanation of each program is detailed specifically.

NPBCC Agronomic Plan Comparisons

<u>Program</u>	<u>Comments</u>	<u>Enhanced Program</u>	<u>Premium Program</u>	<u>Blended Program</u>
Multi-Year Sand Injection Program on Putting Greens	Additional Equipment and Sand Costs	Yes	Yes	Yes, Village to purchase 510 tons sand
Fairway/Tee Winter Plant Protectant and Enhancement Program	Biweekly Foliar Sprays on tees and fairways Nov - March	Yes	Yes	Yes
Improved PRE-Herbicide Program	6 lbs Ronstar + Stayguard App in Fall	Yes	Yes	Yes
Additional Rough Fertility Program	Additional 2 lbs N applied via granular and foliar sprays during fall and winter months	Yes	Yes	Yes
Fertigation	Course-wide fertigation	Oct-April	Year Round	Oct-April; Village to purchase
Improved Insect Prevention Program Across the Golf Course	Expansion of Top Choice and Grub Control Treatment in Late Summer	Greens, Tees, Fairways, Driving Range and 50% of Rough	Greens, Tees, Fairways, Driving Range and 100% of Rough	Greens, Tees, Fairways, Driving Range and 100% of Rough
Nematode Suppression Program	Application of nematode suppression products (fluopyram and abamectin)	Fall Only	Spring and Fall	Spring and Fall
Tee and Fairway Topdressing Program	Two summer topdressing events on fairways. 25-30 tons/A/year	No	Yes	Tees only; Village to purchase sand
Wetting Agent Program on Tees/Fairways	Applied biweekly with biweekly foliar sprays	Nov-March	Year Round	Nov-March
Labor Program		1 Additional FTE	2 Additional FTE	1 Additional FTE
		\$219,008	\$342,768	\$232,057

Multi-Year Sand Injection Program on Putting Greens - In addition to an annual aerification program, all putting greens will have a sand injection program at least three (3) times annually (spring, late summer and early fall). Sand injection results in a column of sand approximately 3-4" into the root zone of the putting green. The benefits are 3-fold: 1) creates a sand channel important for surface water infiltration and soil oxygenation; 2) dilution of organic matter; 3) improves surface firmness of the putting greens. NOTE - A sand injection machine and dedicated tractor will be purchased in order for self-perform this sand injection process as Baset of the ENHANCED and PREMIUM agronomic plans.

Sand channel created by sand injection.



Sand injection machine to be purchased for NPBCC.



Fairway/Tee Winter Plant Protectant and Enhancement Program – Per soil nutrient tests, soil CEC values are low resulting in low soil test ratings of Potassium, Iron, Magnesium, Manganese, and others, which is not surprising being that the soil is extremely sandy (see image below). Sand-based soils in Florida have a low ability to retain water and nutrients, therefore BVGM recommends a fertility program primarily based upon biweekly foliar applications at low rates. This program accomplishes two goals: 1) supplies the turf with the required nutrition via light and frequent foliar applications of Nitrogen, Potassium, Iron, Magnesium, and Manganese. Note from the soil test reports, Potassium, Iron, Magnesium, and Manganese are all largely limiting; 2) low rates of foliar fertilizers will greatly reduce any off-target movement nutrients.

Due to the soil chemistry, BVGM recommends fairways and tees be sprayed biweekly during the months of November to March with a tank mix combination of fertility (N, K, Mg, Mn, and Fe), plant protectants, and color enhancing pigments. These inputs will continue to feed and protect the Latitude 36 bermudagrass during winter months when active growth is reduced due to cool weather and heavy traffic. BVGM has employed similar programs at other south FL golf courses with great success. The fairway/tee winter plant protectant and enhancement program is included in both the ENHANCED and PREMIUM agronomic plans.

Soil nutrient analysis from NPBCC fairway.

[insert soil nutrient report from fairway]

NPBCC Fairways under Winter Plant Protectant and Enhancement Program



Improved PRE-Herbicide Program – The BASE agronomic plan includes two applications of Ronstar, totaling 6 lbs ai/A/year. The ENHANCED and PREMIUM agronomic plans include an additional application of a new preemergence herbicide on fertilizer, Stayguard herbicide. This herbicide/fertilizer combination product will be applied in the fall targeting grassy weeds such as goosegrass, *Poa annua*, and crabgrass. Fall application of Stayguard herbicide is included in the ENHANCED and PREMIUM agronomic plans.

Additional Rough Fertility Program – Latitude 36 bermudagrass responds favorably to foliar applications at NPBCC due to the sand-based soil on site and the inherent reduced root growth habit of the grass. The sand-based soils at NPBCC do not retain. Therefore, additional fertilizer in the rough is included in the ENHANCED and PREMIUM agronomic plans. One additional fall granular herbicide combined with 5 monthly applications of a foliar Nitrogen package to deliver an additional 2 lbs Nitrogen/1000 ft²/year to roughs.

Fertigation – Fertigation is the process of applying fertilizer via the irrigation system. Fertigation has proved to be beneficial at NPBCC to promote color and growth of the bermudagrass, especially during fall/winter months. Delivery of this fertigation is recommended to continue at NPBCC. The ENHANCE

agronomic plan includes fertigation during the months of October to April. The PREMIUM agronomic plan includes fertigation year-round.

Improved Insect Prevention Program Across the Golf Course – Mole crickets, grubs and moles are problematic insects at NPBCC. The sand-based soil allows for easy access to these soils for mole crickets and grubs and moles searching for these insects as a food source. BVGM recommends expansion of Top Choice to a greater percentage across the golf course and addition of a second grub control treatment in late summer months to compliment the spring application for grubs and mole crickets included in the BASE program. The ENHANCED Agronomic Plan includes application Top Choice and a second grub control treatment to greens, tees, fairways, driving range and 50% of the primary rough. The PREMIUM Agronomic Plan includes application Top Choice and a second grub control treatment to greens, tees, fairways, driving range and 100% of the primary rough.

Spring and Fall Nematode Suppression Program – Nematodes are plant parasitic worms that actively feed on roots of turfgrass. The sand-based soils at NPBCC are conducive for nematodes to feed and become damaging to the Latitude 36 bermudagrass in tees and fairways. BVGM recommends a spring and/or fall treatment program to suppress these nematode populations. The ENHANCED Agronomic Plan includes a fall application program of a nematode suppression product (Fluopyram) to all tees and fairways. The PREMIUM Agronomic Plan includes a fall application program of a nematode suppression product (Fluopyram) to all tees and fairways and a spring application program of abamectin to all tees and fairway.

Tee and Fairway Topdressing Program – As the Latitude 36 in tees and fairways continues to mature, organic matter management is important to maintain a firm and resilient playing surface. Similar to putting greens, a sand topdressing program on tees and fairways results in an improved surface due to applications of sand into the canopy and root zone. As part of the PREMIUM agronomic plan, two sand topdressing events per year will be performed on tees and fairways in conjunction with summer aerification and Verti cutting events. All fairways and tee surfaces will be top-dressed with approximately 0.20 to 0.25” of sand annually. This topdressing program will improve surface firmness, playability and smoothness of the Latitude 36 bermudagrass fairway and tees. Overtime a sand topdressing layer will accumulate atop native sand-based root zone and improve surface drainage and performance of the turf.

Sand topdressing layer in bermudagrass fairways at a BVGM property.



Wetting Agent Program on Tees/Fairways – Wetting agents are used to improve moisture retention and uniformity in soils. Wetting agents are frequently used on golf courses with sand-based soils due to their potential for development of localized dry spot. BVGM recommends adding wetting agents to existing biweekly foliar sprays to improve moisture management on fairways and tees. The ENHANCED Agronomic Plan includes a wetting agent program on tees and fairways during the months of November to March. The PREMIUM Agronomic Plan includes a wetting agent program on tees and fairways year-round.

Labor – Additional labor will be required to performed many of these enhanced programs across the golf course. In addition, labor will be used to improve golf course detail. The ENHANCED Program includes one (1) additional full-time equivalent. The PREMIUM Program includes two (2) additional full-time equivalents.

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Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

North Palm Beach Country Club
Allan Bowman
North Palm Beach Country Club
951 U.S. HWY 1
NORTH PALM BEACH FL 33408

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

11/11/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/11/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$185.40

Order No: 9511129

Customer No: 728481

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Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

ADVERTISEMENT

The Village of North Palm Beach, Florida, a Florida municipal corporation located in Palm Beach County, Florida ("Village"), will be accepting sealed proposals for Golf Course Maintenance Services. Proposals will be accepted until 10:00 A.M. EST on Wednesday, December 20, 2023, at the Village Clerk's Office, Village Hall, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the above stated date and time shall not be accepted and shall be returned unopened. All proposals will be publicly opened and the proposers name read aloud in the Village Council Chambers.

The complete Request for Proposals, including all specifications and proposal 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, from Demand-Star, or from the Village website at: www.village-npb.org.

A mandatory pre-proposal meeting is scheduled for November 20, 2023 at the North Palm Beach Country Club Pro Shop, 951 U.S. Highway One, North Palm Beach, Florida 33408 at 9:00 A.M. EST. 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
November 11, 2023 9511129

ADVERTISEMENT

The Village of North Palm Beach, Florida, a Florida municipal corporation located in Palm Beach County, Florida ("Village"), will be accepting sealed proposals for **Golf Course Maintenance Services**. Proposals will be accepted until **10:00 A.M. EST on Wednesday, December 20, 2023**, at the Village Clerk's Office, Village Hall, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the above stated date and time shall not be accepted and shall be returned unopened. All proposals will be publicly opened and the proposers name read aloud in the Village Council Chambers.

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VILLAGE OF NORTH PALM BEACH, FLORIDA
Chuck Huff
Village Manager

Publish: Palm Beach Post
Date: November 8, 2023

Name of Firm		Down to Under	Brightview	Cypress Golf
Evalaution	Points			
Cost / Price Realism	20 points (price realism being 10 of such points)	16	19	18
Qualifications / Technical Expereince. Qualifictions include equipment and licenses	20 points	17	19 Dr & Agrow	17
Agronomic Plan	15 points	10 GCSA	13 GCSA	8 GCSA
Equipment selection	15 points	13	13	13
Customer Feedback / References	10 points	3 HP	7 HP	3 HP
Experience of Firm	10 points	7	9	8
Quality and Control Schedule	5 points	4	4	4
Expereince with Latitude 36 grass	5 points	4	5	0

TOTAL	74	89	71
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1/8/24

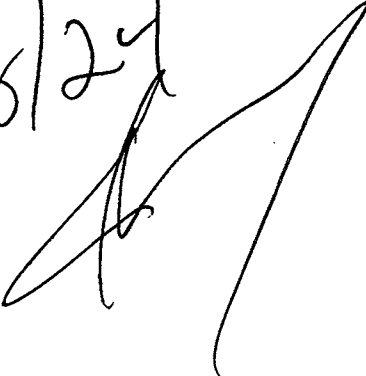
Craig L. Lutz

James Anthony

Name of Firm		Down to the Earth	Brightview	Cypress Golf
Evalaution	Points			
Cost / Price Realism	20 points (price realism being 10 of such points)	16	18	17
Qualifications / Technical Expeirnce. Qualifictions include equipment and licenses	20 points	16	19	15
Agronomic Plan	15 points	11 GCSA	14 GCSA	8 GCSA
Equipment selection	15 points	11	10	11
Customer Feedback / References	10 points	3 HP	7 HP	3 HP
Experience of Firm	10 points	7	9	7
Quality and Control Schedule	5 points	3	4	3
Expereince with Latitude 36 grass	5 points	3	5	0

TOTAL	70	86	64
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1/8/24




Name of Firm		Down to Earth Under	Brightview	Cypress Golf
Evalaution	Points			
Cost / Price Realism	20 points (price realism being 10 of such points)	10	18	15
Qualifications / Technical Expeirence. Qualifictions include equipment and licenses	20 points	15	20	18
Agronomic Plan	15 points	10 GCSA	13 GCSA	10 GCSA
Equipment selection	15 points	8 13	10	15
Customer Feedback / References	10 points	3 HP	7 HP	3 HP
Experience of Firm	10 points	5	10	8
Quality and Control Schedule	5 points	4	5	5
Expereince with Latitude 36 grass	5 points	5	5	0

TOTAL	65	88	74
--------------	----	----	----

Beth Davis

1/8/2024

Name of Firm		Down to Earth Under	Brightview	Cypress Golf
Evaluation	Points			
Cost / Price Realism	20 points (price realism being 10 of such points)	10	15	17
Qualifications / Technical Expereince. Qualifictions include equipment and licenses	20 points	15	18	15
Agronomic Plan	15 points	10 GCSA	13 GCSA	8 GCSA
Equipment selection	15 points	10	10	10
Customer Feedback / References	10 points	3 HP	7 HP	3 HP
Experience of Firm	10 points	6	8	6
Quality and Control Schedule	5 points	4	4	4
Expereince with Latitude 36 grass	5 points	3	4	0
TOTAL		61	79	63


 1/8/2024

AND BEST

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Name of Firm		Down to Earth Lower	Brightview	Cypress Golf
Evaluation	Points			
Cost / Price Realism	20 points (price realism being 10 of such points)	13	16	18
Qualifications / Technical Expeirince. Qualifictions include equipment and licenses	20 points	18	18 19	18
Agronomic Plan	15 points	10 GCSA	13 GCSA	8 GCSA
Equipment seelction	15 points	12	8	12 58
Customer Feedback / References	10 points	3 HP	1 HP	3 HP
Experience of Firm	10 points	10	10	10
Quality and Control Schedule	5 points	5	5	5
Expereince with Latitude 36 grass	5 points	5	5	3
TOTAL		76	83	77

MSB
1/8/24

all-B 1/8/24

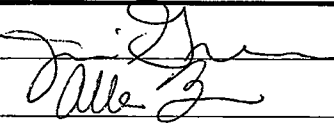
Name of Firm		Down to Under	Brightview	Cypress Golf
Evaluation	Points			
Cost / Price Realism	20 points (price realism being 10 of such points)			
Qualifications / Technical Expeirence. Qualifictions include equipment and licenses	20 points			
Agronomic Plan	15 points	GCSA	GCSA	GCSA
Equipment selection	15 points			
Customer Feedback / References	10 points	HP	HP	HP
Experience of Firm	10 points			
Quality and Control Schedule	5 points			
Expereince with Latitude 36 grass	5 points			

TOTAL	346	425	349
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CL	74	89	71
CD	61	79	63
BD	65	88	74
JA	70	86	64
AB	76	83	77

Village of North Palm Beach Bid Summary Sheet

PAGE 1 OF 1

Proposal for: RFP Golf Course Maintenance Services		Date: December 20, 2023		No. of Proposals Received: 3
DESCRIPTION	VENDORS			
Requirements: accepting qualification proposals for the Golf Course Netting RFP Bid Opening Maintenance Services RFP Bid Opening	Cypress Golf Course Services 235 Apollo Beach Blvd. #422 Apollo Beach, FL 33572	Down to Earth Landscape & Irrigation 2701 Maitland Center Parkway, Suite 200 Maitland, FL 32751	Brightview Golf Maintenance, Inc. 746 Flamingo Lane Vero Beach, FL 32963	
	\$ 2,050,520.00	\$ 1,264,800.00	\$ 1,585,880.00	
VILLAGE OFFICIALS PRESENT (Signature)		VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)		
				

Experience with Latitude 36 Grass 5 points maximum

Latitude 36 grass was sprigged / planted on the golf grass in 2018 during the most recent renovation. The grass has different requirements in regards to fertilization and maintenance than most Bermuda grass thus experience with the grass is desirable

SCORING RESPONDENTS INFORMATION

The Village of North Palm Beach reserves the right to modify the procedures set forth herein for the selection / evaluation process:

Evaluation Scoring Scale:

20 Point Scale:

Superior Response: (15-20 points)

Good Response: (10-15 points)

Fair Response: (5-10 points)

Failed Response (0-9 points)

Evaluation Scoring Scale Definitions:

Superior Response: Comprehensively meets the requirements and intent for the RFP. Information was clearly defined and complete. Respondent demonstrated a thorough understanding of the requirements and costs associated with the scope of the work to be performed per the RFP. Response demonstrates proposers selection would be both a value and benefit to RFP project goals.

Good Response: Meets the majority of the requirements and intent for the RFP. Information was clear with minimal deficiencies. Respondent has demonstrated a good understanding of the requirements and costs associated with the scope of work to be performed per the RFP. Response demonstrates proposers selection would be both a value and benefit to RFP project goals.

Fair Response: Minimally meets the requirements and intent for the RFP. Information was not clear and concise and has some deficiencies. Respondent 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.

Cost / Price Realism: 20 point maximum with 10 of the 20 points based on price realism:

Evaluation should be done based on the line items completed as required within the RFP

- (a) Labor costs (type and number of personnel);
- (b) Supply costs (chemicals, fertilizers, etc.);
- (c) Repair and maintenance costs;
- (d) Operating expenses (including equipment costs); and
- (e) Management fees.

Agronomic Plan: 15 Points maximum (a member of the GCSA and who has familiarity with this property evaluated each proposal and shared feedback with Head Golf Professional)

Evaluating of the agronomic plan shall include types, frequencies, and quantities of applications to the grass.

Equipment Selection 15 Points maximum

Qualifying the quantity and number of vehicle chosen to perform the daily maintenance at the golf course

Qualifications and Technical Experience: 20 points maximum

Evaluating the qualifications / certification / experience of the company and intended staff. Specific emphasis on key golf course personnel: superintendent, assistant superintendent, irrigation tech, spray tech and mechanic is critical. Information is required in the RFP and answers to questions # 5 and # 7 should be given consideration.

Experience of Firm: 10 points maximum:

Years established in the business and number of golf courses under contract along with additional information that was required in the RFP with emphasis on questions # 1- # 4 and # 10

Customer Feedback / References: (Conducted by Head Golf Professional) 10 points maximum:

Client reference and select number of golf course under contract shall be reviewed (question # 10).

Quality and Schedule Control 5 points maximum:

A daily plan for everyday maintenance per requirements are requested. Possible vision for long-term plan would be an added bonus. Quality control may include service manual for staff and equipment.

SELECTION / EVALUATION PROCESS

Cost/Price Realism :	20 points (Price Realism being 10 of such points)
Qualifications and Technical Experience of Proposed Staff (including number of personnel):	20 points
Agronomic plan	15 points
Equipment selection	15 points
Customer Feedback/References	10 points
Experience of Firm:	10 points
Quality and Schedule Control	5 points
Experience with Latitude 36 grass	5 points

Required information for evaluation proposals to be included in package:

- A. List of equipment and facilities available to do the work.
- B. Agronomic Plan
- C. Evidence of valid state, county and local licenses and receipts proving authority to conduct business in the jurisdiction of the work.
- D. **All required information set forth in the Scope of Work/Specifications and the PROPOSER'S ACKNOWLEDGMENT AND PROPOSAL FORM.**

SUMMARY / TOTALS

To: Evaluation Committee Member (Beth Davis, James Anthony, Chris Dachisen and

From: Allan Bowman

Subject: RFP – Golf Course Maintenance

Date: January 7, 2024

Thank you for agreeing to participate in the evaluation of the proposals in response to the RFP

for Golf Course Maintenance. Our meeting will begin promptly at 2:15 pm on Monday, January 8th in the Conference Room at Village Hall

A copy of the RFP is attached for reference.

The evaluation is to be done independently and I request that each proposal be read and scored with the attached matrix. Scores will be prepared by and provide to you for “Customer References and Feedback” during the selection committee meeting. As a reminder in order to comply with the Sunshine Laws, discussions regarding the proposals may be had only with non-voting members outside of the evaluation meeting. During the meeting, voting members will have the opportunity to discuss strengths and weaknesses of each proposal and complete your final score of the evaluation.

We will score the proposals prior to hearing presentations from each firm then re-evaluate upon completion of the proposals. Each proposal should last approximately 20 minutes and will be followed by a question and answer session. If you have questions – please submit them to me prior to our meeting thus allowing us to maximize use of our time.

If there are any questions or concerns, please do not hesitate to contact me.

Thank you,

Allan Bowman, PGA A-4
Head Golf Professional
North Palm Beach Country club

Committee discussion and ratings were performed by each member of the committee and concluded at 3:00pm.

The committee heard 20 minutes presentation from each vendor followed by a 10 minute question and answer period.

3:00pm – Down to Earth

3:30pm – BrightView Golf

4:00pm – Cypress Golf

At the end of the presentation – committee members reviewed their evaluations and we allowed to make and changes / recommendations.

All committee members concluded that BrightView was our preferred vendor.

Meeting Concluded at 4:45 pm



Golf Course Evaluation Committee Meeting Minutes – January 7th

Present: Allan Bowman, Head Golf Professional, NPB
Craig Lindsey, Assistant Professional, NPB
Chris Dachisen, Assistant Professional, NPB
Beth Davis, Director of Country Club
James Anthony, Public Works. NPB

Meeting called to order at 2:15 pm

AB reviewed all the credentials of the committee – all have previous golf course and agronomy experience.

Confirmation that all committee members read the proposals – affirmative.

The evaluation process was confirmed and available in writing for each committee member.

Customer Feed and References was conducted by AB.

A trip was conducted by AB to Pompano Golf Course (Cypress Golf) on December 27. AB verbally explained procedure of walking the golf course, golf course maintenance building, plus observations and comments from staff.

A trip was made to Orlando, Jan 3rd to view Wekiva Golf Club (Down to Earth) and Mayfair Country Club. AB verbally explained procedure of walking the golf course, golf course maintenance building observations and share photos with the committee.

Agronomic Plan

Each agronomic plan was reviewed by a member of the Golf Course Superintendents Association. The GCSA member was previously affiliated with the country club and was very much aware of our challenges based on our soil type and course construction. A rating was assigned by the superintendent.

Golf Course and Landscape Maintenance Proposal



Prepared Exclusively for
North Palm Beach CC and
Village of North Palm Beach
December 20th, 2023

Cypress Golf Course Services

235 Apollo Beach Blvd., #422

Apollo Beach, FL 33572

(813) 645-9111

www.cgcs.com



Village Selection Committee
Village Clerks Office
Village Hall
501 US Highway 1,
North Palm Beach, FL 33408

Dear Selection Committee,

On behalf of all of us at Cypress Golf Course Services, (**CGCS**) we thank you for the opportunity to provide North Palm Beach Country Club with the enclosed proposal for golf course maintenance on your 18-hole golf course. The main objective of our proposal is to maintain the turf conditions and aesthetics of your golf course as we strive to provide you with our knowledge of providing the best golf course conditions you will ever get from any other golf course maintenance company. Where others struggle, we have made significant impacts to bring facilities and golf conditions up to quality standards and, most importantly, to maintain those standards.

Mr. Scott Zakany, Certified Golf Course Superintendent and President of CGCS, will be the individual responsible for the day-to-day operations of the maintenance and make site visits on both a scheduled and as needed basis. Mr. Zakany has an intimate knowledge of the maintenance practices needed to provide the level of service that the Village and member's desire. With the support team of Cypress Golf Course Services, improvements will be very noticeable in just a few short months.

Mr. Zakany's knowledge of the East Coast of Florida is coupled with 40 years of agronomic experience. Scott has consulted and been involved with over one hundred golf operations in Florida alone which ensures that the golf course maintenance department will be monitored by someone with intimate knowledge of golf course operations in this unique Florida environment. We strive to not only maintain the golf course to the guidelines outlined herein but go above and beyond to ensure that the golf course is constantly improving to ensure member and guest satisfaction.

Our maintenance proposal serves as a sound agronomic program that creates the baseline for the maintenance budget.

We look forward to your favorable consideration of our maintenance proposal and keeping North Palm Beach Country Club with the conditions that the club desires.

If you have any questions regarding any aspect of this proposal, please let us know.

Respectfully Submitted,

Cypress Golf Course Services



MISSION STATEMENT

- To serve our clients with the highest degree of professional standards, commitment, and dependability.
- To preserve and maintain the golf course and landscapes as the major club asset and to provide the optimum experience to members and guests.
- To plan and execute programs and procedures that maintain a superior golf experience, while enhancing and protecting the environment, property and aesthetics of the course and club.



Table of Contents

Tab# 1	Qualifications and Technical Experience of Proposed Staff, Staffing Chart
Tab# 2	Firm Qualifications, Project Approach and Agronomic Plan
Tab# 3	References and Experience of Firm
Tab# 4	Cost / Price Proposal Forms
Tab# 5	Required Submittals
Tab# 6	Quality and Training Program and Licenses

FIRM OVERVIEW AND ORGANIZATION



The golf and landscape industry are one of the most dynamic business environments in America. Golf course owners, managers, and directors are challenged with rising costs, environmental issues, and consolidation of operations. Choosing the right service partner has never been more important.

Cypress Golf Course Services, operating under its parent Company Cypress Golf Management, LLC has a core business focus of providing superior golf courses and landscape maintenance. Cypress Golf Management has an experienced management team that has been successful in every segment of the golf course and club industries.

CGCS has helped our clients equalize expenses, have an efficient maintenance operation, and meet the quality demands of their clients and members. We are a believer of the team concept. We have a specialized training program and have resolved various agronomic challenges for our clients. Our Superintendents are certified by the Golf Course Superintendents Association of America and bring a wealth of knowledge to the table. How we do this:

- We follow a proven approach to provide the best service. This includes a fully customized program for each course, based on sound agronomic practices.
- We employ a team of turfgrass professionals with exceptional problem-solving skills.
- Our safety and training program surpasses the industry standard for safety.
- We believe in an extensive evaluation and reporting system that keeps our clients in touch with the maintenance being performed on their properties.
- Best Management Practices of Florida is our guide to maintenance operations.

The CGCS team is made up of highly qualified employees that take responsibility for completely maintaining quality golf course and landscape conditions. You can be confident that we will work as partners to help our customers be successful.

CORPORATE STRUCTURE

Name of Proposer:	Cypress Golf Management LLC, dba Cypress Golf Course Services
Address:	235 Apollo Beach Blvd. #422 Apollo Beach, FL 33572
Phone:	813.645.9111
Federal Tax ID:	27-1636119
Date of Incorporation:	December 2009
State of Incorporation:	Florida
Officers:	William Stine, CEO John Fogel, COO Scott Zakany, CGCS President

AFFILIATIONS

CGCS and its team members are proud to be affiliated with the following groups and organizations that make golf a better game:

- National Golf Foundation
- Golf Course Superintendents Association of America
- Audubon International
- Environmental Defense Fund
- Golf Course Business Consultants
- National Golf Course Owners Association

BENEFITS OF CGCS'S SERVICES

Exceeding Expectations

Cypress Golf Properties has been built with simple but strong values. The focus for everyone is to always exceed every client and guest expectation every day. Each member of the company's strong senior management team has dedicated themselves to the golf and landscape industry and passing along their knowledge and expertise to make golf and landscape maintenance successful. The success is based on sound business practices and professional agronomic management.

Intimate Involvement of Senior Management

The Company management philosophy is to maintain a reputation for "hands-on" involvement of senior managers. Our relationship with our customers is our reputation and our business. Our true focus is our clients and their properties success.

Excellent Agronomic Resources

CGCS'S team of agronomists and superintendents have years of training and experience. We pride ourselves in being able to solve any turfgrass maintenance problem. We have readily available resources to provide extraordinary results.

Enhanced Environmental Awareness

You can be assured that with our commitment to environmental issues your maintenance activities will have a positive impact on the environment. Just one example is CGCS's participation in the Monarchs in the Rough program. This is a partnership between Audubon International and the Environmental Defense Fund. This program connects and supports our superintendents and staff as they plan, install, and manage habitat projects for the monarch butterfly to prevent further monarch losses.



A butterfly Garden in cooperation with Audubon International at our Pompano Project

Senior Management Team

William Stine Chief Executive Officer- 33% ownership

William “Bill” Stine has over 35 years of golf course operations and acquisitions experience. Bill started in the golf course management business in 1983 as owner and CEO of U.S.A. Golf, Inc., owner, and operator of golf courses in Fl. As a co-founder of International Golf Maintenance Co. (IGM), and Meadowbrook Golf, along with Scott Zakany, was instrumental in growing the company to become the third largest golf course operator in the U. S. with 105 courses over 5,000 employees and grew IGM into the industry’s largest provider of third-party golf course maintenance. Bill is the Past President and current board member of the National Golf Course Owners Association. He was an original member of the “Golf 20/20” steering committee for the growth of golf with the Commissioner of the PGA Tour, The USGA president and Executive directors of PGA of America, LPGA, and other industry leaders. He is a frequent guest speaker at numerous golf conventions and shows. Bill has been published in many publications including Golf News, Golf Week, Golf Superintendents News, Golf Business, Forbes, and Wall Street Journal.

John Fogel Chief Operating Officer-33% ownership

John has been a Class “A” PGA Professional since 1997 and possesses 30 years of experience in the golf industry. His entire career has been spent in golf and club operations, learning the business from the ground up. He has worked as an assistant golf professional, head golf professional and club general manager before moving into the area of multi-club operations in the 1990s. Previously John worked with Bill Stine and Scott Zakany at Meadowbrook Golf. Most notably, John ran the company’s first golf management assignment. At Meadowbrook Golf, he helped grow the company to the third largest golf management company in the country. John spent over 10 years at Meadowbrook and ascended to the position of Regional Vice President responsible for operations of sixteen clubs in the Northeast with annual gross revenues of \$25 million and fourteen clubs in the Southeast with annual gross revenues of \$50 million. John also worked with Kitson and Partners where he held the position of Vice President of Operations for the United States. In his time with Kitson and Partners, John was responsible for all the owned clubs as well as all the third-party management contracts. He also performed multiple workout and disposition assignments for lenders and financial institutions across the country. John’s responsibilities took him across the United States as he worked clubs in Hawaii, as well as the Northeast, Southeast and Southwest. Kitson & Partners is a multi-billion-dollar real estate company with a Clubs Division that grew to become the 15th largest management company in the country.

Scott Zakany, CGCS President- 33% ownership

Scott A. Zakany serves as President of Cypress Golf Course Services. Mr. Zakany has been involved in the Golf Course industry for over 40 years and has experience at over three hundred golf facilities in three countries. Prior to his involvement with Cypress Golf Course Services, Mr. Zakany was a co-founder of International Golf Maintenance in 1994 where he served as President of the world's largest golf course maintenance company. Mr. Zakany has been a Certified Golf Course Superintendent, as designated by the Golf Course Superintendents Association of America, for over 35 years and served on the industry Advisory Board at Lake City Community College's School of Golf Course and Landscape Operations. Mr. Zakany is a member of the Top Agronomic Officers Advisory Board that works in conjunction with the National Golf Course Owner's Association, and he also serves as the Agronomic Counsel for the Golf Course Business Consultants Group (CGBC) which is a professional organization that provides owners and operators with golf course related services and advice. Mr. Zakany has an Associate of Science Degree in Golf Course Operation from Lake City Community College and is an active member of several advisory organizations and groups.

KEY PERSONNEL

Having the right personnel in any operation is always a strong key to the long-term success of the golf club. Equally important is the on-site leader who will be the daily "voice" of the contractor. CGCSs will work diligently to secure the services of qualified golf course personnel for North Palm Beach Country Club. In addition, we will meet with each current employee on site and conduct a thorough evaluation of their duties and roles and retain the best employees possible to carry out the plan that we have in place ensuring a seamless transition of management oversight. Once we have our team in place, a considerable amount of effort will be utilized to bring the employees up to speed with our goals and projected dates of completion which have been outlined throughout this proposal. While this seems more complex than what occurs, it is due to the nature of our experience that will assure the North Palm Beach Country Club that they selected the correct company in their golf course improvement plans.

Gail Wojnicz Corporate Administrator

Gail is the Corporate Administrator for Cypress Golf Course Services. Gail is responsible for many aspects related to the day-to-day activities associated with our clients. Gail has over 25 years' experience in business management. She has both an MBA and Bachelor of Science in Chemistry. Gail also owned and operated her own landscaping/lawn maintenance company for over 10 years in the Naples area which serviced both commercial and residential clients.

Mike Henderson, GCS Regional Agronomist

Mike has over 15 years of golf course maintenance and management experience, in the Florida market. Mike serves as Regional Agronomist for Cypress Golf Course Services and is a key contributor to the company by bringing his vast experience and knowledge to our maintenance operation. Mike will work with the golf course superintendent and landscape managers to set up specific agronomic plans and procedures to ensure the work is being performed and make periodic site visits to ensure that things are going according to plan.

Scott Zakany CGCS President

Scott will make visits to the facility at a minimum of twice per month but more frequently at the onset of the maintenance agreement. The golf course superintendent and landscape managers will report directly to Scott, and he will also be available to meet with the club's representatives when needed.





JOB DESCRIPTIONS

GOLF COURSE SUPERINTENDENT

Golf course superintendents are entrusted with the maintenance, operations, and management of a golf course. Golf course superintendents carefully manage the maintenance inputs to the golf course while conserving and protecting natural resources. They directly influence the playing areas and landscapes with which golfers interact.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions include, but are not limited to the following:

- Supervises all managers, technicians, mechanics, and workers assigned to perform golf course maintenance.
- Leads the construction and maintenance of the golf course(s).
- Leads the maintenance and repair of construction and golf course maintenance equipment.
- Rendering professional advice, opinions, assistance, and services to the facility's board of directors or managing body as required.
- Participating in all long-range planning meetings.

REPORTING

In all instances, the golf course superintendent coordinates operations with the company's designated representative as well as the club manager and/or golf professional. In membership club organizations, the golf course superintendent also communicates and coordinates with all relevant membership groups and committees.

TYPICAL FUNCTIONS

The golf course superintendent assumes responsibility for managing and maintaining golf course properties, which may include:

- The golf course(s)
- Maintenance equipment
- The golf cart fleet
- Clubhouse grounds and landscaping
- Tennis courts, swimming pool and other recreational facilities
- Open spaces, wooded areas, unused acreage, and areas outside the perimeter fence
- Sod farm and nursery
- Other properties as specified in writing by the superintendent's supervisor.

ADDITIONAL FUNCTIONS

- Construction, renovation and/or reconstruction of such properties, whether performed by maintenance staff or outside contractors.
- Prepares the annual budgets for the maintenance and capital improvement of course properties. The superintendent formulates the annual maintenance and capital budgets to implement club policies established in accordance with the long-range plan and defined maintenance standards.
- Interviews, hires, trains, and supervises a staff of employees for the purpose of maintaining the properties. The superintendent has authority to terminate employment of subordinates.
- Plans all maintenance and project work, applying his or her agronomic and administrative expertise to achieve the agreed-upon maintenance standards and long-range goals.
- Oversees the scheduling and routing of personnel and equipment to accomplish the work. The superintendent frequently inspects the golf course and related areas to evaluate how well management standards are being achieved and to effect changes in management programs.
- Acquires equipment and purchases necessary supplies to maintain the golf course and other properties. The superintendent is responsible for inventory control and oversees the equipment maintenance programs. The superintendent approves all expenditure and exercises cost control measures to keep, as possible, operating and capital expenses in line with the approved budgets.
- Keeps accurate and complete records on payroll, inventory, weather data, maintenance procedures, pesticide applications, etc.
- Communicates regularly with other members of the top management group to discuss activities, goals, plans and member/customer input.

MINIMUM QUALIFICATIONS (KNOWLEDGE, SKILLS, AND ABILITIES)

- Advanced knowledge of agronomy and turfgrass management practices; a working knowledge of golf facility construction principles, practices, and methods; and a thorough understanding of the rules and strategies of the game of golf.
- A high degree of administrative and executive ability, especially in terms of problem solving and decision making.
- Proficiency in computer use, knowledge of Microsoft Office and other applications.
- Excellent oral and written communications skills.
- Knowledge of current federal, state, and local laws and regulations affecting the management of golf course operations (including, but not limited to, employment, safety and environmental standards, laws, and regulations).
- Participation in continuing education opportunities such as seminars, workshops, correspondence courses, field days and trade shows.



SUPERVISOR/ASSISTANT SUPERINTENDENT

JOB DESCRIPTION

The supervisor/assistant superintendent reports directly to the golf course superintendent. Under the superintendent's supervision, the supervisor/assistant superintendent directs and participates in the maintenance of the golf course areas, including but not limited to, tees, greens, fairways, and cart paths; supervises the maintenance and repair of motorized and other mechanical equipment; and does related work as required. The supervisor/assistant superintendent may serve in the superintendent's capacity during his/her absence.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions include, but are not limited to the following:

- Assists in planning and supervising the maintenance of greens, tees, and fairways; schedules work; and supervises the employees and the use of the equipment.
- Instructs equipment operators on the operation and care of mowing and other equipment; supervises pesticide applications and/or operates and calibrates pesticide application equipment; and supervises and participates in the operation and maintenance of pumps, and in the maintenance of irrigation and drainage systems.
- Strongly motivated to align and partner with superintendent to complete all tasks to the highest standards and achieve team goals.
- Assists in personnel management and evaluation, employee safety and personnel discipline.
- May modify the daily work schedule based on professional interpretation.

MINIMUM QUALIFICATIONS (KNOWLEDGE, SKILLS, AND ABILITIES)

- Working knowledge of the maintenance of golf course tees, fairways, and greens; seeding and maintenance practices for golf course turf; planting, cultivating, pruning, and caring for plants, shrubs, and trees; characteristics and proper use of various fertilizers and soil conditioners; herbicides and pest control methods and materials; drainage control methods; and irrigation systems, including wells, pumps, and automatic controls.
- Proficiency in computer use, knowledge of Microsoft Office and other applications as specified by supervisor.
- Ability to schedule and supervise maintenance work to achieve the most efficient utilization of workers and equipment; prepare clear and concise reports; and maintain effective employee and public relations.
- Possession of a valid driver's license.
- May require current state certification or licensing as a pesticide applicator.



MECHANIC

Overview

The mechanic reports to the golf course superintendent and/or the supervisor and oversees a comprehensive preventive maintenance program for the golf course assets. This program includes the diagnostics and repair of failing equipment, keeping records of parts and labor needed to maintain each piece of equipment, and placing orders for parts and supplies needed for equipment or service. The equipment manager effectively communicates any needs or problems relating to the maintenance or repair of equipment to the superintendent and/or the assistant superintendent, schedules and performs required repairs with the aid of the assistant equipment manager. The equipment manager places safety as a top priority and is responsible for maintaining a clean and organized service area and maintenance of the building.

Functions

- Inspects, diagnoses, and repairs mechanical defects/failures in various golf course maintenance equipment, including, diesel-, electric- and gasoline-powered automobiles, trucks, trenchers, sweepers, rollers, mowers, and other mechanical equipment used in utility work.
- Instructs and/or trains golf course maintenance workers regarding preventive maintenance, and the proper cleaning of and safe operation of equipment.
- Prioritizes equipment repair and maintenance work.
- Maintains a preventive maintenance program within budget on all equipment, and purchases repair parts and replacement supplies.
- Keeps a complete set of records for equipment and parts inventory purchases, equipment conditions, costs of repairs and preventive maintenance for all equipment.
- Spot checks equipment for performance on the course, makes emergency repairs to equipment on the course, and services or supervises servicing of equipment prior to use.
- Oversees the shop, parts storage and surrounding maintenance facility yard for organization and cleanliness. Regulates employees' use of equipment in absence of superintendent and assistant superintendent, if needed, and performs other duties as directed by the superintendent and/or supervisor.

Employment standards

- Working knowledge of light and heavy maintenance equipment and automotive apparatuses.
- Skilled in the use of a variety of equipment repair tools, and the making of various types of mechanical repairs.
- Working knowledge of the hazards and safety precautions of the profession.
- Ability to move heavy objects.
- Ability to diagnose mechanical troubles and determine appropriate maintenance work.



GOLF AND LANDSCAPE MAINTENANCE WORKERS

The Maintenance Worker is responsible for performing tasks involving physical labor on the golf and landscaping team. The person in this position may operate a variety of hand and power tools, clean and prepare sites, trim natural environments, dig trenches, clean up debris and remove waste materials. The Maintenance Worker may assist other craft workers and Manager on Duty (MOD).

ESSENTIAL DUTIES AND RESPONSIBILITIES

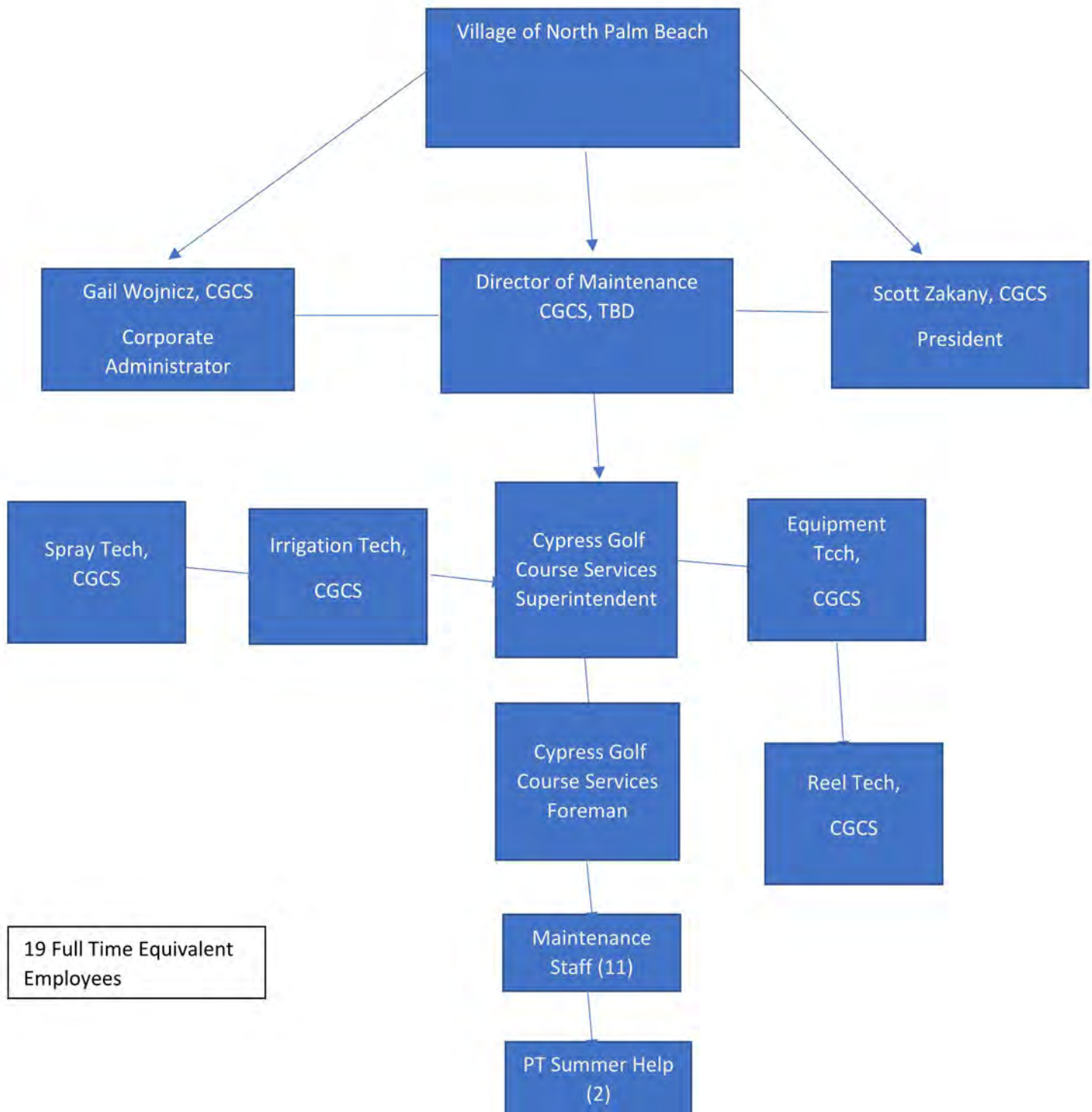
The essential functions include, but are not limited to the following:

- Performing a variety of tasks and assigned work duties involving strenuous manual labor in outdoor projects and worksites.
- Maintaining a clean job site; picking up all tools and equipment and secure job site each day to eliminate potential hazards.
- Loading and unloading trucks and hauling and material handling and storage
- Carrying out opening and closing duties
- Maintaining personal health and sanitation standards
- Reading and interpreting safety/employment manuals and other work-related documents.
- Complying with safety regulations and a maintaining clean and orderly facility
- Ensuring that proper safety and incident reporting procedures are followed, bringing problems to the attention of the MOD, Safety Director or HR Manager
- Performing other work-related duties as assigned

MINIMUM QUALIFICATIONS (KNOWLEDGE, SKILLS, AND ABILITIES)

- Must possess or be able to obtain a valid and appropriate state driver's license prior to employment.
- Any combination of education and experience demonstrates the knowledge and ability to perform the work.
- Some knowledge of proper use of equipment, materials and supplies used in golf and landscaping type of work.
- Some knowledge of first aid and applicable safety precautions
- Ability to work independently and complete daily activities according to work schedule.
- Ability to lift heavy objects (up to fifty pounds), walk and stand for long periods of time and perform strenuous physical labor under adverse field conditions.
- Ability to communicate orally and in writing.
- Ability to use equipment and tools properly and safely.
- Ability to understand, follow and transmit written and oral instructions.
- Ability to meet attendance schedule with dependability and consistency.

**Cypress Golf Course Services
Organizational Chart
North Palm Beach Country Club**



Man Hour estimate for CGCS

North Palm Beach CC

hrs/ser = how many man hours required to perform each service
 ser/wk = how many times per week the service is performed
 ser/wm = how many times per warm season the task will be performed
 ser/mod = how many times per moderate season the task will be performed

NOTE: If weeks do not correspond with your growing season, change cells D15, and G15 only.

GOLF COURSE RECURRING MAINTENANCE

	MAIN SEASON (4/01-11/30)				MODERATE SEASON (12/01-3/31)			
MOWING	HRS/SER	SER/WK	WEEKS	HOURS	SER/WK	WEEKS	HOURS	TOTAL
GREENS, WALK Clean up	2.00	5.00	34.00	340.00	5.00	18.00	180.00	520.00
GREENS, TRIPLEX	5.00	7.00	34.00	1190.00	7.00	18.00	630.00	1820.00
TEES, WALK	0.00	0.00	34.00	0.00	0.00	18.00	0.00	0.00
TEES, TRIPLEX	6.00	3.00	34.00	612.00	3.00	18.00	324.00	936.00
COLLARS	2.00	3.00	34.00	204.00	3.00	18.00	108.00	312.00
APPROACHES	3.00	3.00	34.00	306.00	3.00	18.00	162.00	468.00
FAIRWAYS	16.00	3.00	34.00	1632.00	3.00	18.00	864.00	2496.00
ROUGHs, REEL	0.00	0.00	34.00	0.00	0.00	18.00	0.00	0.00
ROUGHs, ROTARY	30.00	1.00	34.00	1020.00	1.00	18.00	540.00	1560.00
TRIM, REEL	0.00	0.00	34.00	0.00	0.00	18.00	0.00	0.00
TRIM, ROTARY	8.00	1.00	34.00	272.00	1.00	18.00	144.00	416.00
H2O BANKS, DITCHES	8.00	0.50	34.00	136.00	0.25	18.00	36.00	172.00
BUNKER FACES	24.00	1.00	34.00	816.00	0.50	18.00	216.00	1032.00
				6528.00			3204.00	9732.00

RECURRING FUNCTIONS

TEE/GREEN SERVICE	4.00	7.00	34.00	952.00	7.00	18.00	504.00	1456.00
BALL WASH SERVICE	1.00	1.00	34.00	34.00	1.00	18.00	18.00	52.00
RESTROOM SERVICE	1.00	7.00	34.00	238.00	7.00	18.00	126.00	364.00
HAZARD STAKE/ROPE	2.00	1.00	34.00	68.00	3.00	18.00	108.00	176.00
DIVOT REPAIR	1.00	7.00	34.00	238.00	7.00	18.00	126.00	364.00
GROOM GREENS	5.00	1.00	34.00	170.00	1.00	18.00	90.00	260.00
SWEEP/VAC/BLOW	3.00	3.00	34.00	306.00	3.00	18.00	162.00	468.00
BUNKER RAKE	5.00	7.00	34.00	1190.00	7.00	18.00	630.00	1820.00
BUNKER RAKE, HAND	5.00	7.00	34.00	1190.00	7.00	18.00	630.00	1820.00
				4386.00			2394.00	6780.00

COMMON AREA MOWING

DRIVING RANGE	4.00	2.00	34.00	272.00	2.00	18.00	144.00	416.00
CLUBHOUSE AREAS	4.00	1.00	34.00	136.00	1.00	18.00	72.00	208.00
				408.00			216.00	624.00

PROJECTS

	HR/SER	SER/WM	HR/WRM	SER/MOD	HR/MOD	HR/YEAR
AERIFICATION						
GREENS	16.00	3.00	48.00	0.00	0.00	48.00
TEES	12.00	3.00	36.00	0.00	0.00	36.00
FAIRWAYS	80.00	2.00	160.00	0.00	0.00	160.00
SPIKING / VENTING	4.00	34.00	136.00	18.00	72.00	208.00
						0.00
VERTICUT						
GREENS	4.00	34.00	136.00	18.00	72.00	208.00
TEES	4.00	3.00	12.00	2.00	8.00	20.00
FAIRWAYS	100.00	2.00	200.00	0.00	0.00	200.00
						0.00
TOPDRESS						
GREENS	10.00	34.00	340.00	18.00	180.00	520.00
TEES	8.00	3.00	24.00	1.00	8.00	32.00
FAIRWAYS	0.00	0.00	0.00	0.00	0.00	0.00
						0.00
FERTILIZE						
GREENS	5.00	30.00	150.00	12.00	60.00	210.00
TEES	5.00	8.00	40.00	3.00	15.00	55.00
FAIRWAYS	24.00	8.00	192.00	4.00	96.00	288.00
ROUGHs	12.00	8.00	96.00	4.00	48.00	144.00
WEAK AREAS	6.00	7.00	42.00	4.00	24.00	66.00
						0.00
			1612.00		583.00	2195.00

DETAIL TASKS

Firm Qualifications and Project Approach

Maintenance Standards and Strategic Plan of Operation



To deliver services better, our Maintenance & Agronomics division, Cypress Golf Course Services (CGCS), employs systematic programs that include:

- Sound agronomic and horticultural practices as the basis for a fully customized program for each of our facilities which includes general Agronomic Planning
- A team approach of turfgrass professionals so that all angles of problem solving are covered.
- An extensive reporting system so that every client is aware of the maintenance routines performed on their golf course.
- A customer service orientation so that resources are directed at what the client considers most important.
- Integrated Pest Management (IPM) to ensure that the environmental impact is not negatively affected.
- State of the art Equipment Maintenance monitoring and programs to maintain your assets.
- Advanced water/irrigation technologies to ensure prudent use of the irrigation systems and regulatory requirements are being met.
- Environmental Planning and working with Audubon and other regulatory agencies to ensure our programs are the most advanced in the industry

To deliver these services efficiently, we employ the following practices:

- Directing labor resources to make sure tasks are completed correctly the first time.
- Implementing equipment and programs that ensure productivity and reduce the overall time required to produce the desired results.
- Leveraging our buying power for multiple course operations to get us the best pricing with the industry's top vendors.
- Doing things in a business- like manner vs. traditional maintenance practices



Environmental Commitment

Every day, at each golf course maintained by CGCS, our managers are acutely aware of the impact our operations can have on the local, regional, and global environment. That is why we apply chemicals fastidiously and consistently with Integrated Pest Management (IPM) practices. This commitment is detailed further in the Environmental Practices section of the proposal.

CGCS strives to ensure all its golf courses are maintained at the highest possible standards. Below are the general standards for daily golf course conditioning and related facility maintenance standards required to achieve this goal. It is up to the individual course superintendent to ensure that these standards are met daily to guarantee the satisfaction of the club's members and guests. Even though playing conditions are affected by seasonal changes and uncontrollable weather factors, the Superintendent can use these standards to consistently meet the lofty standards expected of a CGCS maintained golf course.

To provide the club with the quality product they expect, it is extremely important that these standards be maintained daily. The Superintendent is responsible for ensuring that the staff is well trained, professional and meets these standards. All the club grounds must be meticulously kept up to these standards so that all guests will have a positive image of the club from the moment they enter the driveway.

While this proposal lists our basic specifications or scope of services, it is important to understand that we are working with Mother Nature and an unpredictable (to some extent) continually changing environment. To be successful, a company must be able to adapt and have thorough plans.

and call to action in place. It is through these practices that CGCS has developed methods and programs designed to deliver the required conditions on a more consistent basis than anyone else.

The maintenance practices included in this section are intended to be an overall outline for the agronomic, horticultural, and recurring service practices of CGCS's golf course and landscape maintenance operations and how we would go about it at the North Palm Beach Country Club. **The minimum standards outlined in the RFP is acknowledged and will serve as a minimum guideline for the maintenance of the golf and landscape.** While the guidelines in our proposal are understood and CGCS will ensure the mowing frequencies, amounts of total N applied, and areas are accomplished as, variances from the guidelines will be necessary at times to allow for adjustments resulting in climatic conditions, pest infestations, golf course traffic and other unforeseen problems. Any changes, however, will always be discussed with the club's representative.

MOWING

Mowing is one of the most important maintenance operations on a golf course. Without regular mowing at appropriate heights of cut, the course would become unplayable. When following good mowing practices, turf density, texture, color, root development, and wear tolerance are enhanced; and when healthy turf is present, it minimizes the need for excessive use of fertilizers and pesticides. In addition, mowing can be an effective means of controlling many weeds; thereby, helping to reduce the use of herbicides.

Growth rate and mowing height have the most influence on mowing frequency. As a rule of thumb, mowing should be done often enough that no more than 33% of the leaf blade is removed anyone mowing. Therefore, the frequency of mowing must be related to the rate of growth rather than to a time schedule. Following this practice will minimize the effect of mowing on photosynthesis and help maintain a high percentage of leaf surfaces which is necessary for healthy root development.

Height of cut is important because if the turfgrass is mowed too low it becomes less tolerant of environmental stresses, more disease prone and more dependent upon a carefully implemented cultural program. The best approach to offset these potential problems is to use the highest mowing height acceptable for the various playing surfaces. However, if fast greens are desired for tournament play, mowing heights can be lowered below the recommended minimum for a brief period.

If the height of cut on greens should need to be lowered, it should not be lowered too rapidly and as mentioned previously, not for an extended length of time, as this action is most detrimental to the health of the turfgrass. In addition, anytime the grass is in a weakened or stressed condition, the mowing height should be raised immediately. Also, by varying the mowing patterns on putting surfaces, as well as other playing areas, upright growth and overall plant vigor and health will be increase. These changes in mowing patterns will also help to reduce mower wear patterns as well as reduce soil compaction.

AERIFICATION

The main purpose of aerification is to relieve surface compaction that in turn improves surface water infiltration, allows for good root penetration, provides for easier air exchange in the soil, improve nutrient uptake, increases turfgrass vigor and removes thatch and the potential for disease.

VERTICUTTING / SPIKING

When done on a timely basis to actively growing turf, vertical mowing can be used to remove mower-induced grain on greens and reduce thatch. In addition, vertical mowing can be used to thin turf so that a better job of reel mowing can be done. Also, vertical mowing is used to separate the soil from aerifier cores and mix it with the sand used to fill the aerifier holes and top-dress the playing surface.

TOPDRESSING

Aerification on putting greens is commonly followed with topdressing. If aerifying is done without topdressing with proper materials, most soils will return to their original compacted state. Topdressing encourages rooting, aids thatch decomposition, stimulates new shoot growth, provides microorganisms antagonistic to parasitic fungi, provides nutrients to the turf and makes the ball roll true and faster.

Although a small amount of thatch, $\frac{1}{4}$ to $\frac{1}{2}$ inch thick is desirable to provide a certain amount of resiliency, thatch is the greatest single limiting factor in the development of fast, uniform greens. Research has shown that topdressing is the most effective cultural practice for significantly reducing and/or managing thatch accumulation. Although topdressing does not prevent the development of stems and roots that contribute to thatch buildup, it does keep the thatch separated to prevent dense, compacted mats from forming. By mixing suitable topdressing materials with the organic material, thatch layers, as such, will not develop and will decompose faster.

FERTILIZATION

The most important aspect of a fertilizer program is to ensure that the materials used do not contaminate the soil and/or groundwater. The first step in arriving at a sound plant nutrition program is to have the soil analyzed to determine pH, calcium, magnesium, phosphorus and potassium availability and nutrient balance. From this information a valid fertilizer/salt treatment program can be developed with the assurance that excess nutrients will not be applied.

Nitrogen is the nutrient used by grasses in the largest quantities. Its function is to stimulate vegetative growth and provide the grass with a green color. Nitrogen fertilization will be determined by color, density, and rate of growth (clipping yields) of the grass. Interpretation of soil nitrogen analyses to exact amounts that are available to the plant is difficult. For this reason, nitrogen rates will be adjusted, but not solely based on soil testing. Leaching of nitrate nitrogen can be safely regulated by making controlled applications (spoon-feeding), using controlled materials (slow release), or using a combination of these approaches.

Controlled applications can be made by using soluble fertilizers and applying the materials with a sprayer that has been calibrated to put out an accurate amount of material per acre. Using this method, the superintendent can personally control the rate and frequency of fertilizer application, and thereby reduce the tendency to apply excessive amounts of nitrate and ammonium forms of nitrogen on an infrequent basis.

Controlled materials, such as natural organic sources (Milorganite and others), isobutylidene diurea (IBDU), urea-formaldehyde (UF) and coated areas (SCU and others) are all slow-release nitrogen sources. They have the advantage of supplying a longer more uniform source of nitrogen, a lower salt index and reducing nitrogen leaching. By combining soluble nitrogen sources with these slow-release nitrogen products, availability can be extended to the grass without fear of nitrogen leaching into the groundwater.



Latitude 36 requires excessive fertilization to compete and monthly fertilizations along with use of liquid fertilizers is required.

IRRIGATION

A definitive description of how to irrigate is elusive because of many variables to consider, i.e., slope, soil types, height of cut, rooting depth, weather factors, and the performance of the irrigation system itself. The only way for the superintendent to master the irrigation of every corner of his course is through careful study and trial and error. Experience is the best teacher when it comes to fine-tuning irrigation management skills. Given the imperfect nature of any irrigation system in the content of the variables noted above, there most likely will be different areas of the course over watered, correctly watered and under watered. Trying to achieve the most appropriate balance, preferably on the drier side, will be the goal of the irrigation program.

Irrigation scheduling involves answering two questions, when to irrigate and how much water to apply. Once these two questions have been answered, the schedule will need to be adjusted for rainfall and refined as experience is gained.

Irrigation should be scheduled only when the turf needs water, i.e., just before it begins to stress. One method that can be used in determining when to irrigate is visual inspection of the turf. When the grass begins to turn a bluish-gray tint, or leaf blades curl or fold, footprints linger in the grass long after being made and/or a soil probe indicates the soil is dry, it is time to irrigate.



The pump station appears to be in good operating condition.

Greens

Greens should be kept healthy and pest free using accepted turf management practices by implementing sound cultural, fertility and pest control programs. A specific Turfgrass Management Plan will be developed to achieve the desired results including regular aerifications, spiking, verticutting, annual or more often testing of fertility, topdressing sand, the soil profile and for diseases and pests etc. The greens should be kept smooth and put true using appropriate grooming methods to control grain, maintain good density, texture, and prevent excess thatch accumulation.

The greens must be aerified on a regular basis. The number of annual aerifications, tine size and method of aerification must be adjusted according to the level of organic mat accumulation, compaction levels and the greens' performance. For the initial quantity, three (3) aerifications with 2"x2" spacing will be scheduled with one being a minimum of 10" deep and up to six (6) supplemental aerifications including pencil tine, planet air, hydroject and quadratines to ensure proper water infiltration is achieved on the putting surfaces.

Greens should be mowed daily. The height of cut will vary to achieve the desired playing conditions. and depending on manufacturer mower differences, and as turf and weather conditions allow. The original greens edge must be maintained to prevent green shrinkage from occurring and encroachment from surrounding undesirable turf. Cutting heights will be maintained between 0.125" to 0.140" depending on weather and time of year.

All ball marks must be repaired daily and sunken cups, old hole locations and scars on the greens should be repaired immediately. Collars should be kept mowed at an acceptable height of cut and they should be appropriately groomed to prevent excessive thatch and grain accumulation.

As in any outdoor environment, it is not as much as following the specifications as it is to have the ability to adapt to the changing environment which can mean success or failure with a product.

Firm Qualification and Project Approach

While the scope of work (technical specifications) serves as a tool for a guideline, the facilities will all have their own “**microenvironments**” that must be dealt with daily. There is however a need to understand that **microenvironments** exist where certain climate variations may occur. This can be a shaded area, a severely sloped area, a small green with condensed traffic from golfers, or any combination of this and other factors.

CGCS is committed to understanding these variations and will ensure as much consistency from green to green and hole to hole remains our number one focus.



Greens are in great shape and smooth and true surfaces.

Tees

The tees should be maintained in a healthy state, pest free, drain well, have good texture and density, provide good footing and quality teeing surfaces. A Turf Management Plan including regular aerifications, verticutting, topdressing, fertility testing etc. should be developed and implemented to achieve the desired results. The tee mowing height should be maintained as low as possible to achieve the desired results, but the achievable height of cut also depends upon turf conditions, climate, and season as well as plant variety. Divots must be cleaned off and filled with the appropriate site-specific mixture to promote fast recovery, maintain a level surface, and a clean appearance. Divot mix should be spread evenly into the holes and not left in piles.

Like the greens, teeing surfaces are strategic in the maintenance routine to have solid footing, firmness, and uniform in appearance. More so than greens, often tees are set back in the far corners and in heavily shaded areas requiring more supplemental practices that go beyond the typical maintenance standards. Keeping these **microenvironments** in mind will allow consistency between tees and allow for a better golfer experience. Tee mowing heights will be between ¼” and ½” at an interval of no less than three times per week.



Tees were in good shape as well and daily divot repair is essential to the operation.

Fairways/Roughs- All areas of play Except Greens, Tees, and Natural Growth Areas

The fairways should be maintained in a healthy state, pest free, drain well, have good texture and density, provide good footing and quality fairway surfaces. A Turf Management Plan including IPM practices, regular aerification, fertility/salt testing, etc., should be implemented to achieve the desired results. Fairways should be mowed at an acceptable height of cut depending on turf conditions, climate, and plant variety.

The fairways must be routinely kept at the lowest height of cut that will provide a quality playing surface consistent with desired goals but without sacrificing turf quality and health. Clippings from fairway mowing should be evenly dispersed so they are not left in piles or clumps.

The roughs should be maintained in a healthy state, have minimal pest issues, drain well, and have good texture, density, and uniformity. A Turf Management Plan including IPM practices, aerification, spiking and any necessary cultural practices, including annual fertility testing, should be implemented to achieve the desired results. The rough height of cut will vary depending on the plant variety, club specific goals, and weather and turf conditions. The frequency of rough mowing should be set according to growth rates to prevent excessive clipping accumulation on the surface, to prevent lost balls and to promote healthy turfgrass. Leaf and clipping debris should be scattered as needed to maintain a clean and uniform looking rough.

Mowing of fairways needs to coincide with the approach mowing operation to have a neat and clean appearance that blends into the golf course at a height of cut between $\frac{1}{2}$ " and $\frac{3}{4}$ " and a minimum frequency of three times per week during active growing season and as needed the balance of the year. This coupled with a proper balance of nutrition, IPM, and utilizing an environmentally friendly organic fertilizer program will allow for an enjoyable golfing experience. Like the tees and greens, many micro-environment or supplemental work may be.

required to bring a less than desirable area up to the remaining course standards.

Aerifications will be performed a minimum of twice per summer with additional aerifications at cart path ends and areas that have more cart traffic than others.

Bunkers

The bunkers must be at least inspected and touched up every day when open for play regardless of play levels. All bunker rakes should be evenly placed outside of the bunker and parallel to the bunker in line with play, unless otherwise dictated by the Club. Bunkers must be kept free of weeds, debris and rocks and have a defined edge between sand and turf. The bunkers must be edged frequently enough to prevent grass from creeping into the sand and at a minimum of bi-monthly they will be edged while being raked daily.

Bunkers should be checked regularly for appropriate sand levels and to ensure the drains are working correctly and repaired as needed. The bunker shape and integrity should be maintained by observing proper edging techniques and avoiding bunker creep. Any excess sand accumulation on the faces should be blown off and removed as needed to slow build up. Periodically, excess sand accumulation should be removed.

The greens and tees, bunker faces and slopes are also **micro-environments** that need additional attention. Having a strong bunker face can minimize damage caused by mowing, damage from golfers walking out of the bunkers and minimize the pests that can invade this highly visible area. Extra fertilizer and insect control should be a part of all management plans to be successful.



Bunkers need daily maintenance to keep them in top condition.

Clubhouse and First Impression areas

The landscape and clubhouse are the first impression of the club, and it is extremely important to make a good impression on the guests. The entry, parking lot and all traffic areas must always be maintained to the highest standard level of presentation. All landscape areas must be weed free, healthy, free of trash and debris, and freshly mulched. A Landscape Management Plan must be developed that addresses all the landscapes' cultural, fertility, pest control and presentation need to maintain a healthy and pleasing landscape. This should include annual testing of soil nutrients and for diseases as needed.

Trees should be kept in good health, trimmed of unwanted growth, low hanging branches and for safety concerns. Shrubbery should be pruned as needed for health and for a pleasing appearance. Annual color beds and pots should be changed often enough to maintain a quality and colorful presentation. All hardscapes including the parking lot, entryways and sidewalks should be blown and cleaned, prior to guest arrival. Cracks, potholes, and any curb damage should be reported to the Club immediately. The entrance sign and parking lot signs must be clean, freshly painted and in good repair. If present, landscape lighting should be fully operational and checked at least monthly for proper operation and adjustment. Bulbs should be replaced immediately as needed.

The first tee, last green, clubhouse appearance and practice facilities are critical to a golfer returning to play or not. Most of the time, it is the first and last impressions that can make this difference. Detailed and pleasing landscapes, a good 18th hole appearance, and a warm friendly staff all are things that bring golfers back. In this day where competition is tough and play is down, makes it extremely important to look at these details.

Detail

Holes should be rotated to a fresh area according to the playing conditions and pin location systems in place. Holes must be cut to the proper depth with a sharp edge and the cup liner set to exactly a one- inch depth. Freshly painted cups should be rotated on a regular basis.

New flags and poles should be rotated, as necessary. Worn, soiled or damaged flags should be replaced immediately. Tee markers should be in good repair should be rotated as necessary to avoid wear and be optimally positioned for the days playing conditions. All markers should be placed with a T-line pointing at the landing area. Markers should also be placed 12" from each edge of the tee unless the tee is being divided into sections to spread wear. In this case, the markers should be placed a minimum of 15' apart. All fencing, rope, and stakes should be inspected and only clean, approved hollow-core rope with approved stakes should be used. Rope should be stretched tightly between stakes and replaced, as necessary. The rope and stakes should be moved as needed to control traffic and prevent excess wear.

Cart paths must be kept clean, edged and in good repair. Cracks in the paths are to be free of weeds and grass growth. Cart path yardage markers should be kept clean and polished and replaced as needed. Sprinkler heads with yardage markings and sprinkler heads located in the fairways and around greens should be edged routinely to maintain a clean and groomed appearance. Hazard stakes should be checked for condition, proper location and straightened as needed. Tee consoles should be inspected for damage, wiped clean and kept freshly painted. Ball washers must have clean water, a fresh cloth towel and be in good working order. Trash containers should be emptied and wiped clean. All steps, walkways, and ramps should be kept clean, edged, and repaired. Distance monuments should be kept edged, clean, and/or freshly painted.

Restrooms should be clean, freshly painted and well stocked. This includes floors, walls, ceilings, basins, mirrors, urinals, paper dispensers, steps, and walkways. Water coolers must be kept clean, in good working order and sanitized.



Tee areas should be consistent in look and condition throughout the course.

While it is tough to write into a proposal all the things that one might need to do on a golf course, it is the responsibility of the golf course maintenance provider to minimize the impact that the detail has on the overall appearance of the golf course and the key role that it plays in bringing back golfers. Attention to detail is often overlooked by the staff that sees the clubs daily and it will take additional sets of eyes to point these out and entrench the culture that the management team has for the property. It is our job as maintenance providers to recognize this importance and assist the club in keeping the conditions at the highest level to compete in this tough golf environment.

Performance Evaluation

Evaluating the success of the programs and Maintenance Company is vital to the overall objectives of the club and conditioning of the golf course. At CGCS, we take a two-tiered approach to managing each facility. Each month, during the inspection of Scott Zakany, President of CGCS, the superintendent at the facility will take a tour and receive a written follow up of the progress of the course. After the initial benchmarks are set by both CGCS and the clubs' representatives, it is imperative that each month the clubs remain consistent at or a level above for adherence to the contractual obligations.

The follow-up report will score/rank all areas and point out additional areas that need to be addressed. These are scored as Unacceptable; Needs improvement; or Acceptable. While this is an internal document, it covers all aspects of the operation to ensure compliance both contractually and regulatory. (A copy of this form is at the end of this section)

The scoring program on the CGCS rating form will give a true sense of conditioning, playability, aesthetics, and overall turf health of every tee, green and fairway at the facility.

It is these internal and external documents that will ensure the success of the golf courses and the overall customer satisfaction that we are all striving for.

Environmental Practices

With the attention that golf courses and the fertilizers and pesticides used to maintain them is under constant scrutiny, having an environmental plan committed to and executed by the North Palm Beach Country Club's maintenance provider is essential. While there are several ways to approach the maintenance of a golf course, taking additional steps to ensure the health of the environment and the surrounding area is a process that cannot be taken lightly.

As you will notice throughout the entire CGCS literature, documents, and newsletters, having a proven environmental plan and strategy is commonplace.

With our partnerships with golf and the environment and the Audubon Sanctuary for Golf Courses organizations, our commitment to the environment is something that we do not take lightly.

Golf has a unique role to play in caring for our environment. By their very nature, golf courses provide significant natural areas that benefit people and wildlife in increasingly urbanized communities across North America. At the same time, golf's use of chemicals, water, and other resources to maintain pristine golfing conditions is often criticized for threatening the quality of our environment.

Golf courses offer numerous opportunities to not only provide pleasant places to play, but also to protect drinking water, improve the water quality of our lakes, streams, and rivers, support a variety of plants and wildlife, and protect our environment for future generations.

Some of the programs and ideas that come out of this organization will help the guests at the club to not only enjoy the benefits of this type of commitment, but the county to market and sell the principals of its concepts to the golfing public.

What are the benefits of environmental performance?

- Image and Reputation
- Customer Satisfaction
- Financial Performance
- Worker Safety and Reduced Liability
- Improved Efficiency

What are golf's environmental opportunities?

- Provide needed wildlife sanctuaries.
- Preserve natural areas within urban environments.
- Support plants and wildlife native to the area
- Protect water resources.
- Filter storm water runoff through golf course wetlands and turfgrass
- Rehabilitate degraded landscapes.

- Promote physical and mental well-being, reducing stress for more than 25 million U.S. golfers.
- Improve air quality and moderate temperature.
- Educate golfers and the public about the nature of the game and promote environmentally sound management.

Ways Golf Courses Can Help Protect the Environment

When properly sited, designed, constructed, and managed, golf courses can be an environmental asset to a community. By their very nature, golf courses can provide significant open space and opportunities to provide needed wildlife habitat in increasingly urbanized communities across North America. With 80% of all the 15,000-plus golf courses in the United States located in urban or suburban areas, opportunities abound for golf courses to provide ecosystem services such as storm water retention, runoff filtration, urban wildlife habitat, wildlife corridors, heat island effect reduction, etc. Like most other businesses, golf courses must also work to address the environmental challenges of water use, water quality, habitat and biodiversity loss, chemical use, waste, energy use, etc.

Fertilizers

Issue information

Efforts by municipalities across the country to ban or restrict the use of fertilizers continue as elected officials and citizens attempt to address concerns of nutrient loading in waterways. Phosphorus is of special concern. Activists are attempting to overturn state preemption laws. Golf course fertilizer use remains a target due to public perception that the amounts used to manage courses are a source of nutrient loads. State-mandated nutrient management plans can have a detrimental impact on golf courses if they are not developed with input from the golf course management industry and without consideration of existing environmental best management practices for golf courses.

Specific fertilizer issues include:

- Nutrient Management and Management Plans
- Best Management Practices (BMPs)
- Total Maximum Daily Loads (TMDLs)
- Fertilizer Bans/Restrictions

In Florida, many Counties and Cities require that the companies applying fertilizers have additional training and certification in BMP's (Best Management Practices). This additional training teaches the fundamentals of the new laws on the books as they relate to Nitrogen and Phosphorous inputs into the environment.

Organic fertilizers are endorsed by the new laws as they have slow-release Nitrogen compounds and are greater than 75% slow release which is a part of the new requirements. These restrictions occur between June 1st and November 30th each year.

Pesticide Laws and Regulations

Issue information

Golf course superintendents utilize pesticides as part of a system of integrated pest management (IPM) to control pests and maintain healthy turf. Best management practices, continuing education, research, and technology are essential elements for an IPM approach for golf course superintendents. Pesticide production is highly regulated in the U.S. through the Federal Insecticide, Fungicide and Rodenticide Act. Pesticides used to maintain healthy golf course turf have been thoroughly tested and are considered safe when used according to label directions. The safe and responsible use of pesticides, and the continued availability of effective products, is a top priority for CGCS principles of pesticide usage.

Pesticide laws and regulations should be based on sound science supported by credible peer-reviewed data and university recommendations. Golf course pesticide applicators are trained in the safe and proper use of pesticides within an integrated pest management (IPM) system and must pass a state-administered examination to be licensed. CGCS golf course superintendents follow best management practices for proper pesticide management of the course. Healthy turf allows communities to enjoy many benefits, including crucial "greenspaces" and sanctuaries for birds and other wildlife, recreational opportunities and municipal revenue generated by outdoor recreational facilities.

CGCS has adopted Integrated Pest Management (IPM) as "a sustainable approach to managing pests by combining biological, cultural, physical, and chemical tools in a way that minimizes economic, health and environmental risks."

Integrated Pest Management (IPM) defined is a system of controlling pests (weeds, diseases, insects, or others) in which pests are identified, action thresholds are considered, all control options are evaluated, and selected control(s) are implemented. Control options--which include biological, chemical, cultural, manual, and mechanical methods--are used to prevent or remedy unacceptable pest activity or damage. Choice of control option(s) is based on effectiveness, environmental impact, site characteristics, worker/public health and safety and economics.

The goal of an IPM system is to manage pests and the environment to balance benefits of control, costs, public health, and environmental quality. IPM takes advantage of all appropriate pest management options.

IPM systems rely on accurate determination of optimum control timing and selection of appropriate method(s). Implementation requires current, comprehensive information on pests and control options. As a system, IPM programs include a series of three steps:

- Monitor the site for the presence of pests. Critical components of monitoring include not only acknowledging presence and level of infestation of the pest, but also accurately identifying the pest and acquiring knowledge of requirements and life cycles of both pest and host.
- Determine the action threshold below which the pest can be tolerated. Action thresholds are determined by factors such as severity of the injury caused by the pest, site.

characteristics and use requirements, health concerns related to the pest and site user needs.

- Initiate preventative or curative action to avoid surpassing the established threshold. The selected method(s) must balance considerations of economics, efficacy, worker/public health and safety and potential hazards to property and the environment.

It should be noted that in Florida, a golf course superintendent who works at a public facility who uses or supervises the use of restricted use pesticides is required to become certified and to obtain a certified commercial applicator license. The certified public applicator license is valid only for work performed for the government agency during employment. Golf course superintendents are encouraged to become certified and licensed even if they do not use restricted use pesticides.

CGCS golf course superintendents will all have the proper certifications to perform pesticide applications on the North Palm Beach Country Club and will be supervised under the license of Scott Zakany, CGCS who possesses a Certified Pest Control applicator license as well as a BMP Training Certificate as required by many cities and counties within Florida.



GOLF COURSE OPERATIONS AND MAINTENANCE EVALUATION FORM

DATE: _____

SUPERINTENDENT: _____

AUDITOR: _____

CLUB: North Palm Beach Country Club

GREENS

QUALITY STANDARD: Smooth, consistent, and uniform turf with green edges being well-defined. Suitable greens speed for the golfers. Cups placed in accordance with USGA recommendation. Flags stand straight up. Cups, poles, and flags are uniform, clean and in good repair. Pin placement indicators uniform and effectively use only where necessary.

1. QUALITY

100% turf cover, no bare spots. Are greens smooth, consistent, and uniform? Do the greens hold approach shots? Are the cups cut cleanly and in proper locations? No diseases, weeds, or insects.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

2. APPEARANCE

Color and texture of the turf; uniformity of the mowing patterns; condition of the cup, flag, and pole; and the condition of the collars around the greens.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

3. GREENS SURROUNDS

Area between cart path (if any) and green has uniform and consistent turf; no mud or dirt along path edges; Landscape (if present) is weed free and properly maintained.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

4. SAND TRAPS

The sand surface is uniform and smooth; is sand at an adequate depth for play? No weeds or debris in traps. Rakes are adequate in number, in good condition, and properly placed. Quality of mowing/trimming around traps? Raking patterns good? Trap edges have a neat lip.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

FAIRWAYS AND ROUGHS

QUALITY STANDARD: Smooth, consistent uniform turf cover; good mowing patterns; trimming is neat and clean; fairways and roughs well defined; height of cut properly supports the ball for play.

1. QUALITY - FAIRWAYS

Mowing height of fairways is within USGA specifications; mowing frequency is appropriate for the turf type and season. Fairway turf properly supports the ball for play. Absence of wet or dry spots in play areas.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

2. QUALITY - ROUGHS

Mowing height of roughs is within USGA specifications; mowing frequency is appropriate for the turf type and season. Able to find the ball in the roughs. Absence of wet or dry spots in play areas.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

3. APPEARANCE - FAIRWAYS

Uniformity of color with good texture; quality mowing patterns. Appearance of having "manicured" turf coverage in traffic areas. No weeds, disease, insects, or off-color areas.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

4. APPEARANCE - ROUGHS

Uniformity of color with good texture; quality mowing patterns. Appearance of having "manicured" turf coverage in traffic areas. No weeds, disease, insects, or off-color areas.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

5. SAND TRAPS

The sand surface is uniform and smooth; is sand at an adequate depth for play? No weeds or debris in traps. Rakes are adequate in number, in good condition, and properly placed. Quality of mowing/trimming around traps? Raking patterns good? Trap edges have a neat lip.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

6. TREES AND SHRUBS

Trimmed and pruned to maintain specimen health; limbed up for safety to golfers and maintenance employees. No exotics, suckers, and/or undergrowth present in play areas.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

TEES

QUALITY STANDARD: Smooth, consistent, and uniform turf coverage; surfaces are level and firm but not hard; amenities including trash cans, signs tee markers, monuments, ball washers, towels, etc. are clean and in good condition and repair; tee surrounds are consistent and uniform.

1. QUALITY

Mowing height of tees is within USGA specifications; mowing frequency is appropriate for the turf type and season. Turf properly supports the ball for play. Absence of wet or dry spots on teeing areas.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

2. APPEARANCE

100 % turf cover and uniform. No weeds, diseases, or insects. Consistent and adequate top-dressing program in use. Minimal litter or broken tees present on surfaces.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

3. TEE SURROUNDS

Area between cart path (if any) and tee has uniform and consistent turf; no mud or dirt along path edges; Landscape (if present) is weed free and properly maintained.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

4. TEE AMENITIES

Ball washers and other amenities are clean and in good repair and properly located for the tee positions; cart paths edges and curb lines if present are clean; no identifiable traffic wear patterns along paths.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

DRIVING RANGE

1. QUALITY

The mowing height of range is within USGA specifications; mowing frequency is appropriate for the turf type and season. 100% turf coverage. Absence of wet or dry spots on teeing areas.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

2. APPEARANCE

Uniformity of mowing patterns; good turf density and color; accessories in good condition and properly placed; perimeters are clean and free of debris.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

TRAFFIC CONTROL

QUALITY STANDARD: Ropes, stakes, and other traffic control devices are cleaned as necessary, in good condition, straight and repaired. Traffic control devices are used effectively to minimize turf wear in high traffic areas. Worn areas are under repair. Routes used by golf carts are well-maintained, free of potholes, and present a smooth and clean appearance.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

CART PATHS

QUALITY STANDARD: Routes used by golf carts are well-maintained and free of potholes. Turf areas bordering paths are consistent and clean in appearance. Minimal worn areas present. Paths are cleanly edged.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

CLUBHOUSE APPEARANCE

QUALITY STANDARD: Landscape beds are mulched; plantings are healthy; landscape areas are free of debris, weeds, and pests. Roadways and parking lots are clear of litter and trash. Hedges and trees trimmed and pruned to maintain specimen health, safety, and manicured look; turf areas are uniform and free of weeds, debris, and pests.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

COURSE RESTROOMS

QUALITY STANDARD: Entry door stain, scuff, and fingermark –free; tile and painted walls clean; toilets clean; bowls, rims, tank tops and bodies-toilet seats cleaned; tops and under sides mirrors clean and streak free; soap dispenser clean and full; countertop clean; sink and faucet fixtures clean and functional. Light fixtures clean, functional and bug free; room air freshener clean and functional; trash receptacle clean with liner, empty.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

LAKES AND OTHER WATER BODIES

QUALITY STANDARD: Lakes and water bodies are clean and free of litter and trash; water edges are well-defined; free of weeds and noxious growth; hazards are well-marked.

1. APPEARANCE

Clean, no weeds or noxious growth, no noxious odors, no floating trash/debris.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

2. TURF AREAS AROUND LAKES

Mowing and trimming done on a regular basis; hazards properly marked; areas free of debris and trash.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

3. DITCHES

Properly mowed and trimmed; free of weeds and undergrowth; free of trash and debris; hazards properly marked.

_____ Unacceptable

_____ Needs Improvement

_____ Acceptable

MAINTENANCE SHOP AND EQUIPMENT

QUALITY STANDARD: Entry door stain, scuff, and fingermark –free; tile and painted walls clean; toilets clean; bowls, rims, tank tops and bodies-toilet seats cleaned; tops and under sides mirrors clean and streak free; soap dispenser clean and full; countertop clean; sink and faucet fixtures clean and functional. Light fixtures clean, functional and bug free; room air freshener clean and functional; trash receptacle clean with liner, empty.

1. SHOP AREA (INTERIOR)

The shopping area is orderly, clean, with no obvious safety hazards. Fertilizer and chemical storage are per operating manual. No disorganization, junk, or trash in shop. Ceiling free of cobwebs; flammable storage labeled and in proper containers; floors clean of debris and dirt; walls painted and cleaned.

_____ Unacceptable Needs Improvement Acceptable

2. MAINTENANCE BUILDING (EXTERIOR)

Maintenance building should be free of debris and trash; equipment should be safely stored and organized; gates operable; asphalt should be free of fuel/oil leaks; landscaping should be trimmed and well maintained; curbing/pole/bumpers should be painted; free of non-functional equipment; external lights in working order. Used oil storage and disposal area clean and free of spills/stains, wash area clean.

_____ Unacceptable Needs Improvement Acceptable

3. EQUIPMENT

Equipment is in good repair, clean, and properly maintained. (Check oil, air cleaners, hydraulic oil, and status of machines in repair.) Small tools storage locked and organized, supply storage locked and organized.

_____ Unacceptable Needs improvement Acceptable

4. BREAKROOM AND RESTROOMS

Cleaned and free of trash, organized. The floor was kept clean, tables, countertops, appliances wiped down. The refrigerator cleaned inside and out. Restroom walls free of marks, walls painted, floor clean and free of debris and dirt. Trash can line and empty.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

5. EMERGENCY EYEWASH

Emergency eyewash & shower functional & clear of obstacles.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

6. EMERGENCY AIDES

Fire Extinguishers maintained, functional and properly labeled; First Aid cabinet stocked with approved supplies; Personal protective equipment available and operational; Emergency lighting and signage functional.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

7. FERTILIZER AND CHEMICAL STORAGE

Storage is secure and lockable; spill protection in place; personal protective equipment available and operational; emergency lighting and signage functional.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

OFFICE COMPLIANCE

QUALITY STANDARD: Superintendent office should be organized, cleaned, locked when not in use. Office should be free of cobwebs, dust, and accumulation of dirt. Computer, fax, telephone, and copier equipment should be kept clean and properly stocked, as necessary.

1. REQUIRED STATE AND FEDERAL FORMS

MSDS Logs, Labor Posters posted, Worker's Compensation posters posted.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

2. TRAINING BOARD

Training board present and up to date.

_____ Unacceptable Needs Improvement Acceptable

3. DAILY LOGS AND PLANNERS

Agronomic planners are being kept up to date. Audubon progress reports, pesticide reports, irrigation pumping permits should all be filed and up to-date. Pesticide records and reports should be posted in the accessible area.

_____ Unacceptable Needs Improvement Acceptable

4. RECORD KEEPING, FILING AND STORAGE

All Inventory, Financial Logs and PO Logs need to be filed electronically and updated on a weekly if not daily basis. Filing should be done in a timely manner to prevent lost paperwork. The filing cabinet shall be kept orderly and maintained.

_____ Unacceptable Needs Improvement Acceptable

5. OFFICE APPEARANCE

The general office appearance should be clean, free of cobwebs, free of dirt, free of dust; walls should be painted and free of holes and or scuff marks; floors need to be cleaned and swept on a regular basis. Office shall be organized, trash cans need to be emptied, and trash needs to be always picked up.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

6. UNIFORMS

Employee uniforms must be always worn during an employee scheduled shift. Uniform must be clean and free from stains, holes, or wrinkles. Safety equipment must be worn while operating any piece of equipment or machinery i.e., safety goggles, hard hats, gloves.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

ADMINISTRATIVE COMPLIANCE

QUALITY STANDARD: Lines of communication between corporation and field should be open and frequent. Changes and updates need to be expressed to corporate and to the field. Logs, reports, and requests are due as stated by the corporation. Weekly mailings to corporations performed.

1. COMMUNICATION

Frequent communication through phone or email with administrative departments; timely responses to corporate administrative personnel. Does a weekly mailing to the corporate office with all necessary reports and employee documents?

_____ Unacceptable _____ Needs Improvement _____ Acceptable

2. REPORTS AND LOGS

All monthly and weekly reports and logs are up to date; Monthly Planner, Monthly Report, Petty Cash, Expense Reports, Inventory, Safety Meetings, and Time Sheets are turned in on respective due dates.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

3. NEW HIRE AND RE-HIRE PAPERWORK

All new hire and re-hire paperwork is fully completed and submitted before hiring employees. New hire and re-hire federal documents are filled out correctly, signed, and submitted as required by law.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

4. EMPLOYEE FORMS AND REQUESTS

All employee request forms i.e., Separations, Action Forms, Vacation Requests, Uniform Requests turned in a timely manner.

_____ Unacceptable _____ Needs Improvement _____ Acceptable

MAINTENANCE RECORDS AND SCHEDULES

QUALITY STANDARD: All the following maintenance records kept on site and up to-date.

1. DAILY PLANNER and LABOR LOGS

_____ Unacceptable _____ Needs Improvement _____ Acceptable

2. IRRIGATION LOGS

_____ Unacceptable _____ Needs Improvement _____ Acceptable

3. PESTICIDE USE LOGS

_____ Unacceptable _____ Needs Improvement _____ Acceptable

4. FERTILITY LOGS

_____ Unacceptable _____ Needs Improvement _____ Acceptable

5. EQUIPMENT MAINTENANCE RECORDS

_____ Unacceptable _____ Needs Improvement _____ Acceptable

6. FUEL LOGS

_____ Unacceptable _____ Needs Improvement _____ Acceptable

Cypress Golf Course Services

Guideline Agronomic Plan - Village of North Palm Beach CC

Greens Maintenance Tasks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Fertilization	x	x	x	x	x	x	x	x	x	x	x	x
Verticle Mowing/Topdressing	x	x	x	x	x	x	x	x	x	x	x	x
Aeration				x		x		x				
Spiking/Pencil Tining	x		x		x		x		x		x	
Soil Testing			x					x				
Liming/Flushing	x		x		x		x		x		x	
Overseeding N/A												
Postemergence Weed Control IPM	x	x	x	x	x	x	x	x	x	x	x	x
Disease Prevention IPM	x	x	x	x	x	x	x	x	x	x	x	x
Insect Control IPM	x	x	x	x	x	x	x	x	x	x	x	x
PGR (Primo)	x	x	x	x	x	x	x	x	x	x	x	x
Fairway Maintenance Tasks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Fertilization/Fertigation	x	x	x	x	x	x	x	x	x	x	x	x
Verticle Mowing/Dethatching					x	x	x	x				
Aeration					x	x	x	x				
Soil Testing			x					x				
Liming					x			x				
Overseeding N/A												
Preemergence Weed Control		x			x			x			x	
Postemergence Weed Control IPM	x	x	x	x	x	x	x	x	x	x	x	x
Insect Control	x		x		x		x		x		x	
PGR (Primo)				x		x		x		x		
Tee Maintenance Tasks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Fertilization/ Fertigation	x	x	x	x	x	x	x	x	x	x	x	x
Verticle Mowing/Dethatching				x			x		x			
Aeration				x			x		x			
Soil Testing			x					x				
Liming			x					x				
Overseeding N/A												
Preemergence Weed Control	x				x			x			x	
Postemergence Weed Control IPM	x	x	x	x	x	x	x	x	x	x	x	x
Insect Control	x		x		x		x		x		x	
PGR (Primo)				x		x		x		x		
Rough Maintenance Tasks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Warm Season Turfgrass	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Fertilization	x	x	x	x	x	x	x	x	x	x	x	x
Preemergence Weed Control	x				x			x			x	
Postemergence Weed Control IPM	x	x	x	x	x	x	x	x	x	x	x	x

Date: December 11, 2023

Expires: January 11, 2024

Prepared For:
Scott Zakany
North Palm Beach CC

Bill To:
CYPRESS GOLF
235 APOLLO BEACH BLVD
#422
APOLLO BEACH, FL

Total	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	4	1 04358	Toro Greenmaster 3150-Q	\$40,820.00	\$31,839.60	\$127,358.40
	3	04255	Narrow Wiehle Roller Each	\$448.00	\$349.44	\$1,397.76
	3	04654	11 Blade Cutting Unit	\$3,815.00	\$2,975.70	\$11,902.80
	1	04554	Light Kit - LED	\$857.00	\$668.46	\$2,673.84
	1	TDELIVERY	Toro Delivery Fee		\$849.67	\$3,398.68
	1	TSETUP	Toro Setup Fee		\$849.67	\$3,398.68
			Total			\$150,130.16

Total	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	2	1 04358	Toro Greenmaster 3150-Q	\$40,820.00	\$31,839.60	\$63,679.20
	3	04255	Narrow Wiehle Roller Each	\$448.00	\$349.44	\$698.88
	3	04654	11 Blade Cutting Unit	\$3,815.00	\$2,975.70	\$5,951.40
	3	04648	Universal Groomer Drive, Each	\$2,577.00	\$2,010.06	\$4,020.12
	1	04554	Light Kit - LED	\$857.00	\$668.46	\$1,336.92
	1	138-4976	Pull Link Kit (Set Of 3)	\$1,056.57	\$824.12	\$1,648.24
	3	04802	21 in Twin Tip Grooming Reel 3/8 in	\$1,022.00	\$797.16	\$1,594.32
	1	TDELIVERY	Toro Delivery Fee		\$1,018.11	\$2,036.21
	1	TSETUP	Toro Setup Fee		\$1,018.11	\$2,036.21
			Total			\$83,001.50

Total	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	4	1 03954	Reelmaster 5510-D	\$81,577.00	\$63,630.06	\$254,520.24
	5	03641	22 Inch 7-Inch, 11-Blade (Fsr) Forward Swept Reel	\$5,000.00	\$3,900.00	\$15,600.00
	1	03405	7 in Weight for CUs w/o Attachments Set	\$763.00	\$595.14	\$2,380.56
	1	30669	White Universal Sunshade	\$940.00	\$733.20	\$2,932.80
	1	TDELIVERY	Toro Delivery Fee		\$1,689.17	\$6,756.68
	1	TSETUP	Toro Setup Fee		\$1,689.17	\$6,756.68
			Total			\$288,946.96

Total Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1					
2	1 08743	Toro Sand Pro 3040	\$25,746.00	\$20,081.88	\$40,163.76
	1 08751	Tooth Rake	\$2,161.00	\$1,685.58	\$3,371.16
	1 08752	Spring Rake	\$1,065.00	\$830.70	\$1,661.40
	1 08740	LED Light Kit, Sand Pro	\$603.00	\$470.34	\$940.68
	1 TDELIVERY	Toro Delivery Fee		\$461.37	\$922.74
	1 TSETUP	Toro Setup Fee		\$461.37	\$922.74
		Total			\$47,982.48

Total Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1					
2	1 30807	Toro Groundsmaster 3500-D	\$56,544.00	\$44,104.32	\$88,208.64
	1 30358	Bimini Canvas Sunshade	\$341.00	\$265.98	\$531.96
	1 31692	LED Work Light Kit	\$376.00	\$293.28	\$586.56
	1 TDELIVERY	Toro Delivery Fee		\$893.27	\$1,786.54
	1 TSETUP	Toro Setup Fee		\$893.27	\$1,786.54
		Total			\$92,900.24

Total Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1					
2	1 44552	Toro Pro Force Debris Blower Tow Behind	\$13,131.00	\$10,242.18	\$20,484.36
	1 TDELIVERY	Toro Delivery Fee		\$204.85	\$409.70
	1 TSETUP	Toro Setup Fee		\$204.85	\$409.70
		Total			\$21,303.76

Total Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1					
1	1 09960	Toro ProCore 648S	\$43,658.00	\$34,053.24	\$34,053.24
	3 09736	Mini-Tine Head Set 2 rows of 5	\$300.00	\$234.00	\$234.00
	3 09796	4 Tine 3/4 Inch Head Set	\$306.00	\$238.68	\$238.68
	1 09962	Light Kit - ProCore 648S	\$628.00	\$489.84	\$489.84
	2 120-1045	4-Tine (Short) Turf Guard	\$61.98	\$48.34	\$48.34
	1 120-1046	4-Tine (Long) Turf Guard	\$95.19	\$74.25	\$74.25
	2 120-1047	5-Tine (Short) Turf Guard	\$86.41	\$67.40	\$67.40
	1 120-1052	5-Tine (Long) Turf Guard	\$102.97	\$80.32	\$80.32
	1 TDELIVERY	Toro Delivery Fee		\$719.22	\$719.22
	1 TSETUP	Toro Setup Fee		\$719.22	\$719.22
		Total			\$36,724.51

Total Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1					
1	1 03910	Toro Reelmaster 3550-D	\$51,366.00	\$40,065.48	\$40,065.48
	3 03486	18 Inch 11-Bld (FSR) Forward Swept Reel	\$4,423.00	\$3,449.94	\$3,449.94
	2 03488	22 Inch 5 Inch 11 Blade (FSR) Forward Swept Reel	\$4,655.00	\$3,630.90	\$3,630.90
	1 03484	Weight for Cutting Unit with No	\$525.00	\$409.50	\$409.50
	1 30669	White Universal Sunshade	\$940.00	\$733.20	\$733.20

	1	TDELIVERY	Toro Delivery Fee		\$1,176.40	\$1,176.40
	1	TSETUP	Toro Setup Fee		\$1,176.40	\$1,176.40
			Total			\$50,641.82
Tota	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
10	1	UV2	Yamaha Hauler	\$12,950.00	\$9,900.00	\$99,000.00
	1	UV2	Windshield	\$990.00	\$825.00	\$8,250.00
			Total			\$107,250.00
Tota	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	Foley	Reel Grinder	\$39,500.00	\$31,900.00	\$31,900.00
1	1	Foley	Bedknife Grinder	\$32,900.00	\$27,500.00	\$27,500.00
			Total			\$59,400.00
Tota	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	Various	Back up equipment	n/a	\$50,000.00	\$50,000.00
1	1	Foley	Small Tools and Equipment	n/a	\$20,000.00	\$20,000.00
			Total			\$70,000.00
Tota	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	Smithco	Topdresser	\$19,600.00	\$16,900.00	\$16,900.00
1	1	Lely	Fertilizer Spreader	\$18,500.00	\$15,400.00	\$15,400.00
			Total			\$32,300.00

Equipment Total

\$1,040,581.43

Sales

\$72,840.70

Total

\$1,113,422.13

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References



References

Property: Highland Lakes Golf Club
Location: 3300 Macgregor Drive
Palm Harbor, FL 34684
Contact: Scarlet Roach
General Manager
727-784-1402
scarletroach@highlandlakeshoa.net



Highland Lakes Golf Club consists of three beautiful Executive 9-hole golf courses named *Red*, *White*, and *Blue*. The courses are equivalent in quality to many of the finest courses in the country in care, beauty, and play. The residents and guests never tire of playing them as each course provides differing and interesting challenges. As the golf course maintenance company, CGCS, ensures the courses are maintained to the highest levels as recognized by the USGA.

The Highland Lakes Homeowners Association chose to partner with CGCS for maintenance services in 2018, to help re-establish the course's reputation and control costs.

Annual Contract amount \$820,000



Status: Private - 27 Holes
Contract: 2018 - Present
Acreage: Greens: 3.95
Tees: 4
Fairways: 25
Rough: 60
Common Area: 2

References

Property: Terraverde Golf & Country Club

Location: 17000 Terraverde Circle
Fort Myers, FL 33908

Contact: Gale Mapes
General Manager
239-437-2427
terraverdecc@yahoo.com



Terraverde Country Club golf course was designed and built in 1987 by noted architect Gordon G. Lewis. From the forward tee, the course covers 1,015 yards and from the back tee stretches 1,260 yards. This challenging nine-hole, par 27, golf course has a course rating of 35.5 with a slope rating of 113. Sand bunkers and water hazards add to the fun. Fairways and greens consist of Bermuda grass,

CGCS was hired in 2016 to improve and maintain the golf course conditions. After a seamless transition, CGCS has managed to improve the health of the turf as well as the appearance of the property. Locals and their guests have noted a remarkable turnaround within the first couple of seasons.

Annual Contract amount \$286,000.



Status: Private – 9 Holes

Contract: 2016- Present

Acreage: Greens: 2
Tees: 1
Fairways: 3
Rough: 10
Common Area: 2

References

Property: City of Pompano Beach Golf Course

Location: 1101 N. Federal Highway
Pompano Beach, FL 33060

Contact: Brian Campbell
General Manager
772-828-1799

Brian.campbell@copbfl.com



Pompano Beach Golf Course is a 36-hole municipal golf course that sits on over 300 acres of pristine natural habitat less than a mile from the Atlantic Ocean. Here you will find two golf courses, Pines and Palms with quite different characteristics to suit every golf- patron needs.

The recently redesigned and renovated Greg Norman Signature Pines Course opened on January 1, 2013, to rave reviews. With state-of-the-art design, Celebration Bermuda fairways and Platinum Paspalum greens, the Pines will most assuredly become a golf destination for residents and visitors to the region. The Palms golf course continues to cater to a loyal following of golfers who have enjoyed the layout for over half a century.

CGCS has partnered with the city for over 8 years! CGCS has managed numerous improvement projects including a greens renovation project and a total irrigation replacement that have been very well received by the golfing community.

Annual Contract amount \$2,390,000.



Status: Municipal - 36 Holes

Contract: 2013 - Present

Acreage: Greens: 8.5
Tees: 15
Fairways: 63
Rough: 125
Common Areas: 5

References

Property: Breckenridge Golf & Tennis Club

Location: 20091 Wimbledon Court
Estero, FL 33928

Contact: Bob
Bostock
Greens
Chairman
508-
735-
7547



The 18-hole "Breckenridge" course at the Breckenridge Golf & Tennis Club facility in Estero, Florida features all the hallmarks of Florida golf. Breckenridge golf course opened in 1990.

Through a multi-faceted approach, CGCS developed maintenance programs and practices that improved daily course conditions.

In 2016, CGCS was awarded a 5-year contract to continue serving the Homeowners Association of Breckenridge. **Annual Contract Amount \$285,000.**



Status: Private - 18 Holes

Contract: 2016 - Present

Acreage: Greens: 2
Tees: 2
Fairways: 5
Rough: 10

References

Property: Mystery Valley Golf Club

Location: 6094 Shadow Rock Dr.
Lithonia, GA 30058

Contact: David Flaherty
Director of Parks & Rec
404-371-3695
dlflarity@dekalbcountyga.gov



Mystery Valley Golf Club opened in 1966 in a very golf starved community east of Atlanta. The golf course and facilities have undergone many changes and improvements over the last 35 years. The golf course is extremely player friendly, but it will test your long game, as well as the short game.

Nestled among 265 acres of native Georgia pines, Mystery Valley Golf Course tempts golfers with 18 holes of challenging play. This par 72 course, designed by Dick Wilson, (famous for one of golf's finest courses, Arnold Palmer's Bay hill), is aptly named with an intriguing collection of winding par fives and one of Atlanta's most demanding par fours. This 6700-yard jewel is located five miles from Georgias Stone Mountain Park.

In 2022, CGCS was awarded a five-year contract to maintain and improve the golf course. Through creative partnering and resources, CGCS restored all bunkers, and developed maintenance practices improving daily course conditions. During the upcoming 2023 season CGCS will partner with the County performing a no till greens re-grassing in house.

Annual Contract amount \$765,000.



Status: Municipal - 18 Holes

Contract: 2022- Present

Acreage: Greens: 3 acres
Tees: 4 acres
Fairways: 36 acres
Rough: 55 acres

References

Property: Cypresswood Golf & Country Club

Location: 1099 Clubhouse Rd.
Winter Haven, FL 33884

Contact: Bob Schade Owner-
Operator 863-324-6174
cypresswoodcc@gmail.com



As you enter the gates of Cypresswood, your first view will be that of our prestigious 18- hole championship golf course, laid out by award-winning designer Ron Garl. The spacious design creates an open feeling, with no adjacent fairways and each hole hiding from the other so you can enjoy your round without interruption.

Ron enjoys the distinction of being among the most prolific designers of perfectly executed, beautiful golf courses. Dubbed the “Frank Lloyd Wright of golf” by one notable golf writer, he has designed more than 135 courses in the United States. His expertise is obvious at Cypresswood.

In 2022, CGCS was awarded a five-year contract to maintain and improve the golf course. The greatly improved conditions are being raved about by all golf players, who remark that it is the best conditions they have seen in years!

Annual Contract amount \$565,000.



Status: Semi-Private - 18 Holes

Contract: 2022- Present

Acreage: Greens: 3.5 acres
Tees: 4 acres
Fairways: 35 acres
Rough: 50 acres

Property: Sugar Creek Golf Club

Location: 2706 Bouldercrest Road
Atlanta, GA 30316

Contact: David Flaherty
Director of Parks & Rec
404-371-3695
dlflarity@dekalbcountyga.gov



Sugar Creek Golf Course is a County owned Municipal golf facility, open to the public as well as members. Cypress Golf Course Services recently renovated our course, so you'll be surprised at the changes the next time you play. Come, play, and bring your friends. We know you will enjoy the newly constructed Tif-Eagle Greens and the capillary concrete bunker work.

Sugar Creek Golf & Tennis Center is easily accessible to everyone in the greater Atlanta area. We invite you to "Rediscover Sugar Creek". If you've played here before, you'll notice updates and changes.

Sugar Creek Golf & Tennis Club, a DeKalb County Parks and Recreation facility, is an 18-hole championship golf facility with a lighted driving range.

Through a multi-faceted approach, CGCS developed maintenance programs and practices that improved daily course conditions.

In 2018, CGCS was awarded a 5 -year contract to maintain and improve the abandoned golf course and what has been done in this short period of time is nothing short of a miracle.

Annual Contract amount \$718,000.



Status: Municipal - 18 Holes

Contract: 2018 - Present

Acreage: Greens: 3
Tees: 4
Fairways: 30
Rough: 40

COST BREAKDOWN

Personnel Expense- Includes all personnel and related taxes, insurances, payroll fees, workers compensation, drug testing, background checks, etc.....	\$850,900.00
Horticultural Supplies- Includes the cost of materials for all fertilizer, chemicals, and for topdressing operations, sod, seed, etc.....	\$387,520.00
Irrigation Repair and Maintenance- Includes the NTE for irrigation expense..... NTE*	\$24,000.00
Equipment Repair and Maintenance- Includes the equipment repairs and maintenance in parts and supplies only.....	\$65,000.00
Equipment Expense/Leases- Includes interest, principal, insurance on all equipment.....	\$375,900.00
Fuel and Oil- Includes all diesel and gas as well as hydraulic and motor oils.....	\$ 44,000.00
Tree Trimming and Landscape- Includes mulch, plants, and tree trimming of cabbage palms and other plants on property.....	\$65,000.00
Operational Expenses- Includes the cost of all other operational supplies and expenses such as: course accessories; landscape supplies; mulch; annual plants; equipment rental; soil testing; uniforms; seminars and training; all other daily operational needs.....	\$149,200.00
Management Fee/Overhead- Includes the cost of travel and related overhead expenses to support club operations as well as the profit to the company.....	\$89,000.00
Total Cost Breakdown-	<u>\$2,050,520.00</u>
Monthly- \$170,876.67	
Bi-Monthly- \$85,438.34	

*Irrigation NTE- Not to exceed of \$24,000.00

Does not include the cost of utilities to run pump station or maintenance facility electric; water/sewer costs; cart path repair and root pruning.

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

12-20-23
Date

Drug Free Workplace

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

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

by SCOTT ZAKANY
(print individual's name and title)
for CYPRESS GOLF COURSE MANAGEMENT, LLC
(print name of entity submitting sworn statement)

whose business address is 235 Apollo Beach Blvd #422
Apollo Beach, FL 33572

and (if applicable) its Federal Employer Identification Number (FEIN) is: 27-163119

(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 18th day of December, 2023 by SCOTT ZAKARY, who is personally known to me or produced personally kn. as identification.

Notary Public

My Commission Expires:



**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 SCOTT ZAKARI
(print individual's name and title)
for CYBERESS 6019 COURSE SERVICES, LLC
(print name of entity submitting sworn statement)

whose business address is 235 Apollo Beach Blvd #422
Apollo Beach, FL 33512

and (if applicable) its Federal Employer Identification Number (FEIN) is: 27-163119

(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)**

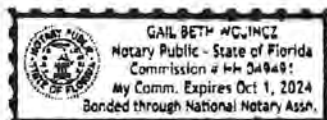
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM 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 18th day of December, 2023 by SCOTT ZAKAY who is personally known to me or produced as identification. SCOTT ZAKAY

Notary Public

My Commission Expires:





**Village of North Palm Beach
Country Club Golf Department**

"The Best Place to Live (and Play) Under the Sun"

**RFP 2023-101
Golf Course Maintenance Service
Addendum**

No. 1

December 6, 2023

PROPOSAL SUBMITTAL DUE: 10:00 A.M. Local Time, December 20, 2023

Question 1: Are the greens currently being walk-mowed or triplex mowed?

Response 1: Greens are triplex mowed

Question 2: Have recent soil tests been taken and if so, can they be provided to assist in making up the agronomic plan?

Response 2: We do not have copies of soil tests as they have been conducted by our present provider

Question 3: How many times per year are the Sabal Palms trimmed? Is there a count of the trees available?

Response 3: Sabal Palms are trimmed annually and we have approximately 900 Sabals

Question 4: In the RFP regarding the Village Direct purchasing, how often was that used during the last 12 months?

Response 4: One time

Question 5: Who pays for the additional coquina each year and how often are these areas refreshed?

Response 5: The Village of North Palm Beach has purchased the coquina but does not pay for the labor

Question 6: Native area plants such as cord grass, are these cut back annually and is it ok to leave the trimmed debris in the native beds?

Response 6: Yes

Question 7: Who pays for utilities at pump station and maintenance shop?

Response 7: The Village of North Palm Beach

Question 8: Who pays for the chlorine injections system and chlorine?

Response 8: The Village installed the system and it is maintained and supplied by the Golf Course Contractor

State of Florida

Department of State


I certify from the records of this office that CYPRESS GOLF MANAGEMENT, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 30, 2009.

The document number of this limited liability company is L09000123128.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on February 9, 2023, and that its status is active.

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




Secretary of State

Tracking Number: 7263714867CU

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

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

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date November 14, 2023 File No. JB232615 Expires September 30, 2024

THE **PEST CONTROL COMPANY FIRM** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **September 30, 2024** **AT**

409 APOLLO BEACH BLVD
APOLLO BEACH, FL 33572

CYPRESS GOLF MANAGEMENT LLC
235 APOLLO BEACH BLVD #422
APOLLO BEACH, FL 33572

Lawn and Ornamental



WILTON SIMPSON, COMMISSIONER

Cut
here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

CYPRESS GOLF MANAGEMENT LLC
409 APOLLO BEACH BLVD
PEST CONTROL COMPANY FIRM

JB232615

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **September 30, 2024**



COMMISSIONER

Signature

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date November 14, 2023 File No. JE345440 Expires September 30, 2024

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **September 30, 2024** **AT**

CYPRESS GOLF MANAGEMENT LLC
APOLLO BEACH, FL 33572

BRUCE TUCKER
CYPRESS GOLF MANAGEMENT LLC
235 APOLLO BEACH BLVD #422
APOLLO BEACH, FL 33572

Regular



WILTON SIMPSON, COMMISSIONER

Cut
here

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

BRUCE TUCKER
CYPRESS GOLF MANAGEMENT LLC
ID CARD HOLDER

JE345440

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **September 30, 2024**



COMMISSIONER

Signature

ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
November 14, 2023

File No.
JE290237

Expires
September 30, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
September 30, 2024

AT

CYPRESS GOLF MANAGEMENT LLC
APOLLO BEACH, FL 33572

Regular

CHRISTOPHER HUGHES
CYPRESS GOLF MANAGEMENT LLC
235 APOLLO BEACH BLVD #422
APOLLO BEACH, FL 33572



WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

CHRISTOPHER HUGHES
CYPRESS GOLF MANAGEMENT LLC
ID CARD HOLDER

JE290237

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING September 30, 2024



COMMISSIONER

Signature

ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
November 14, 2023

File No.
JE345441

Expires
September 30, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
September 30, 2024

AT

CYPRESS GOLF MANAGEMENT LLC
APOLLO BEACH, FL 33572

Regular

DAVID JOHNSTON
CYPRESS GOLF MANAGEMENT LLC
235 APOLLO BEACH BLVD #422
APOLLO BEACH, FL 33572



WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

DAVID JOHNSTON
CYPRESS GOLF MANAGEMENT LLC
ID CARD HOLDER

JE345441

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING September 30, 2024



COMMISSIONER

Signature

ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
November 14, 2023

File No.
JE254295

Expires
September 30, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
September 30, 2024

AT

CYPRESS GOLF MANAGEMENT LLC
APOLLO BEACH, FL 33572

Regular

DAVID SCOTT JAMES
CYPRESS GOLF MANAGEMENT LLC
235 APOLLO BEACH BLVD #422
APOLLO BEACH, FL 33572



WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

DAVID SCOTT JAMES
CYPRESS GOLF MANAGEMENT LLC
ID CARD HOLDER

JE254295

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING September 30, 2024



COMMISSIONER

Signature

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
November 14, 2023

File No.
JE98465

Expires
September 30, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
September 30, 2024

AT

CYPRESS GOLF MANAGEMENT LLC
APOLLO BEACH, FL 33572

Regular

HERMOGENES OSMAR MENA
CYPRESS GOLF MANAGEMENT LLC
235 APOLLO BEACH BLVD #422
APOLLO BEACH, FL 33572



WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

HERMOGENES OSMAR MENA
CYPRESS GOLF MANAGEMENT LLC
ID CARD HOLDER

JE98465

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING September 30, 2024

COMMISSIONER

Signature

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
November 14, 2023

File No.
JE345439

Expires
September 30, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
September 30, 2024

AT

CYPRESS GOLF MANAGEMENT LLC
APOLLO BEACH, FL 33572

Regular

JEREMIAH ANTHONY FORD
CYPRESS GOLF MANAGEMENT LLC
235 APOLLO BEACH BLVD #422
APOLLO BEACH, FL 33572



WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JEREMIAH ANTHONY FORD
CYPRESS GOLF MANAGEMENT LLC
ID CARD HOLDER

JE345439

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING September 30, 2024



COMMISSIONER

Signature

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
November 14, 2023

File No.
JE345442

Expires
September 30, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
September 30, 2024

AT

CYPRESS GOLF MANAGEMENT LLC
APOLLO BEACH, FL 33572

Regular

JESSE SCHREINER
CYPRESS GOLF MANAGEMENT LLC
235 APOLLO BEACH BLVD #422
APOLLO BEACH, FL 33572



WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JESSE SCHREINER
CYPRESS GOLF MANAGEMENT LLC
ID CARD HOLDER

JE345442

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING September 30, 2024



COMMISSIONER

Signature

ATTACH PHOTO ON REVERSE

Wallet Card
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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date November 14, 2023 File No. JE345444 Expires September 30, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: September 30, 2024 AT

CYPRESS GOLF MANAGEMENT LLC
APOLLO BEACH, FL 33572

JULIO FUENTES
CYPRESS GOLF MANAGEMENT LLC
235 APOLLO BEACH BLVD #422
APOLLO BEACH, FL 33572

Regular


WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JULIO FUENTES
CYPRESS GOLF MANAGEMENT LLC
ID CARD HOLDER

JE345444

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING September 30, 2024


COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date November 14, 2023 File No. JE316461 Expires September 30, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: September 30, 2024 AT

CYPRESS GOLF MANAGEMENT LLC
APOLLO BEACH, FL 33572

MICHAEL HENDERSON
CYPRESS GOLF MANAGEMENT LLC
235 APOLLO BEACH BLVD #422
APOLLO BEACH, FL 33572

Regular


WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

MICHAEL HENDERSON
CYPRESS GOLF MANAGEMENT LLC
ID CARD HOLDER

JE316461

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING September 30, 2024


COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
November 14, 2023

File No.
JE46119

Expires
September 30, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
September 30, 2024

AT

CYPRESS GOLF MANAGEMENT LLC
APOLLO BEACH, FL 33572

Certified Operator

SCOTT A ZAKANY
CYPRESS GOLF MANAGEMENT LLC
235 APOLLO BEACH BLVD #422
APOLLO BEACH, FL 33572



WILTON SIMPSON, COMMISSIONER

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BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sihle Insurance Group, Inc. 1021 Douglas Ave. Altamonte Springs FL 32714	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 407-869-0962 E-MAIL: certificates@sihle.com FAX (A/C, No): 407-774-0936
INSURED Cypress Golf Management LLC 6900 Tavistock Lakes Blvd Suite 400-218# Orlando FL 32827	INSURER(S) AFFORDING COVERAGE INSURER A: The Hanover Insurance Company INSURER B: FCCI Insurance Group INSURER C: Monroe Guaranty Insurance Company INSURER D: National Trust Insurance Company INSURER E: Continental Casualty Company INSURER F:

COVERAGES

CERTIFICATE NUMBER: 264121842

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL10004795306	11/15/2023	11/15/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CA10004795205	11/15/2023	11/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UMB10004795105	11/15/2023	11/15/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A E	Prof Liab (E&O) Equipment Floater-Blanket		LHJ952792111 C-7015204071	11/15/2023 11/15/2023	11/15/2024 11/15/2024	Limits \$1,000,000 Scheduled Limits \$1,130,603 Ded. \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Liquor Liability coverage for the following locations only:

Golf & County Club at the Heather
Augusta Municipal Golf Club**CERTIFICATE HOLDER****CANCELLATION**

For Information Only

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CYPRESS GOLF COURSE SERVICES

**North Palm Beach Country
Club**

MAINTENANCE TRAINING & SAFETY PROGRAM

December 2023

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EQUIPMENT SAFETY, INSPECTION, OPERATION & MAINTENANCE

REQUIREMENTS: Current record on file with the employee's signature indicating they have received the proper training for the equipment that is going to be operated, a towel, tire gauge, and oil gauge.

1. Know the equipment/vehicle fuel requirements (Gas or Diesel)
2. Operator is responsible to check the following levels periodically:
 - a. Check fuel level – if low, add the proper fuel
 - b. Check motor oil level – if low, notify the mechanic
 - c. Check hydraulic oil level – if low, notify the mechanic
 - d. Check battery fluid levels – if low, notify the mechanic
 - e. Check tire inflation – if low, notify the mechanic
3. Perform safety inspection of the vehicle by performing the following:
 - a. The tires are properly inflated.
 - b. Check the steering.
 - c. Check the brakes.
 - d. Check warning lights and headlights for proper operation.
4. Familiarize yourself with the vehicle, know where the following are located:

a. Ignition	d. Gas Pedal	g. Gauges
b. Brakes	e. Throttle	h. Horn
c. Clutch	f. Gears	
5. Check all hoses and fittings for the following:
 - a. Worn, weak areas.
 - b. Visible oil around fittings
 - c. Oil spots on the floor around the equipment
6. Once you have started your vehicle please adhere to the following:
 - a. Always wear the indicated PPE and use your seatbelt when provided.
 - b. Drive at a safe operating speed
 - c. Obey all traffic signs and speed limits.
 - d. Be courteous to golf play on the course.
 - e. Be aware of high traffic and pedestrian areas.
 - f. Be aware of steep slopes and blind corners.
7. Operator is responsible for vehicle cleanliness and storage daily and should adhere to the following:
 - a. Blow off the vehicle in the proper area after usage.
 - b. Hose off the vehicle in the proper cleaning area once it has been blown.
 - c. Store the vehicle in its proper location once it has been cleaned.

NOTE: Please notify the mechanic or superintendent if you notice any of the items mentioned in 1 through 5 or have any concerns or doubts prior to operating equipment.

UTILITY VEHICLE OPERATION

REQUIREMENTS: Valid Driver's License

PPE: None

1. Follow ALL the Equipment, Safety, Inspection, Operation, & Maintenance procedures listed on page three of the CGCS Safety and Training booklet.
2. When pulling a trailer, sprayer, or heavy load please adhere to the following:
 - d. Make sure the proper pin is used.
 - e. Make sure safety chains are in place.
 - f. Make sure the loads are properly secured.
 - g. Make sure all passengers are properly secured.
 - h. Drive at a safe speed
 - i. Always use a low gear when going down hill
 - j. Use flashers when appropriate.
3. Immediately report any mechanical problems the vehicle may have to the mechanic/superintendent so that it can be repaired.

TRACTOR OPERATION

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training for operating a tractor.

PPE: Hard hat

1. Follow ALL the Equipment, Safety, Inspection, Operation, & Maintenance procedures listed on page three of the CGCS Safety and Training booklet.
2. Mount tractor, depress clutch, and place your selectors in neutral.
3. Make sure that parking brake is on, and engine kill switch is off.
4. If applicable, use glow plug switch – VERY IMPORTANT
5. Turn the ignition key until the engine is started.
6. Disengage parking brake.
7. Select desired gear, range, and direction.
8. Adjust desired RPM using the hand or foot throttle.
9. Release clutch slowly, allowing unit to move in desired direction.
10. shut engine off, depress clutch and brake until completely stopped. Engage kill switch and apply emergency brake. Turn ignition key to "OFF" position.
11. Immediately report any mechanical problems the vehicle may have to the mechanic/superintendent so that it can be repaired.
12. When exiting this machine, make sure the engine is idled down, and is in neutral with the emergency brake on.

NOTE: Check Owner's Manual for proper shifting and other special operating instructions per make/model of equipment.

APPROACH MOWING

REQUIREMENTS: Current record on file with the employee's signature indicating they have received the proper training to operate TRIPLEX REEL MOWER.

EQUIPMENT: Triplex Reel Mower

PPE: Hard hat, proper hearing device

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. Determine mowing route prior to starting.
 - a. Start at 18 and work backwards so that no one group is continuously interrupted.
3. The starting point should be at the green next to the collar. Choose a side to begin on. The first pass should follow the contour of the collar. Engage reels and mow from one perimeter border to the other.
4. Once inside the perimeter border, disengage reels and turn wide around in the rough.
5. The next pass should directly oppose the first pass. Starting at the perimeter and continuing to the other side.
6. Continue to mow the approach in this manner for approximately seven or eight passes or until you meet the fairway cut.

NOTE: Always extend a courtesy to golf play adhering to the following:

1. Be aware of golfers.
2. Move out of the way if golfers' approach.
3. Idle down and patiently wait until they are done.

FAIRWAY MOWING

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training to operate a GANG REEL UNIT.

EQUIPMENT: Gang Reel Unit

PPE: Hard hat, proper hearing device

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. The mowing route should begin on 18 and go backwards so no one group is continuously interrupted.
3. If applicable, check with the superintendent for the pre-determined mowing pattern.
4. The correct ground speed is a must with this unit. Ground speed may vary based on make/model. Please refer to the operator's manual which will state the specifications. All operators should be familiar with the operator's manual.
5. Begin mowing with a perimeter cut.
6. When mowing 6 to 12 begin in the middle of the fairway. Start mowing from the approach to the tee to line stripe up with tee. Make sure each pass is in the opposite direction to create a striping effect.
7. If applicable, begin diagonal passes at the top of the fairway.
 - a. Lower reels and engage once inside the perimeter cut line.
 - b. Lift reels and disengage to perform wide turn arounds in the rough.
 - c. Line up for the next fairway by passing directly opposing the previous pass.

NOTE: Always extend a courtesy to golf play adhering to the following:

1. Be aware of golfers.
2. If play is heavy, break the fairway down into sections and mow away from golfers.
3. Allow golfers to play through.
4. If possible, lift reels while moving forward to dispense of clippings.
5. Avoid sprinkler heads, DO NOT run overheads with tractor tires.

FLY MOWING

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training to operate a utility vehicle and fly mower.

EQUIPMENT: Fly mower, proper fuel, utility vehicle, extra string, string cutters,

PPE: Hard hat, proper hearing device

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. The mow route should begin on hole 18 and go backwards so that no one group is continuously interrupted.
3. Be aware of golfers. Be courteous and show proper etiquette when they are near.
4. Start mower and proceed to lip of trap. Walk mower with $\frac{1}{4}$ of mowing deck over the lip of trap, in clockwise or counterclockwise fashion.
5. Continue to make walking passes around trap connecting with the previously cut pass.
6. Mow all the trap face making sure to connect with the primary rough mower's or slope mower's area.
7. When finished mowing, tilt machine to side so that deck is angled off the ground and turn mower off. This tilting will prevent scalping as the blades slow down.

NOTE:

1. Keep all extremities from underneath mowing deck while engine is running.
2. Take extra care when grass is wet to minimize foot slippage.
3. Store all tools in utility vehicles when not using them.
 - GAS CAN NOT BE PLACED ON TURF...

GREENS MOWING

REQUIREMENTS: Current record on file with the employee's signature indicating they have received the proper training to operate a GREENS MOWER (TRIPLEX) and/or A DEW WHIP (TRIPLEX).

EQUIPMENT: Greens Mower (Triplex), Dew Whip (Triplex)

PPE: Hard hat, proper hearing device

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. Approach the green from the sides or rear. Avoid all players approach area.
3. Idle mower down, place transmission in neutral, engage parking brakes.
4. Visually inspect the green for foreign objects. Walk to flagpole and relocate to the collar.
5. Pick an object to lock on for the first pass. Possibly a tree or other fixed object. This will help ensure the first pass is straight and make for straighter lines throughout the mowing process.
6. Mowing in the pre-determined direction of the day
 - Make the first pass over the hole; straddle the hole with triplex.
 - While traveling, engage reels as soon as the collar is clear.
 - Disengage reels at the other end about one foot from the collar.
7. Continue to directly oppose each pass mowing one side of the hole completely then mow the other side.
8. Perimeter cut, if instructed, mow a perimeter cut directly on the inside of the collar line.
9. Dump clippings before they begin to overflow doing the following:
 - Go to a designated area or deep rough.
 - Idle down mowers,
 - Place in neutral
 - Disengage reels and engage parking brake.
 - Remove the buckets of clippings and scatter. If it dumps into a pile spread, it with your foot. *Never dump clippings in ditches, culverts, under trees, any green or tee slopes or in any "in play" areas.*
10. Use the Dew Whip to lightly whip away excess clippings and dew that was left behind by whipping in a light sweeping manner.
11. Relocate flagpole back to cup.

NOTE:

1. “Light bulb turns” technique is used when making a turnabout so as not to damage the turf.
2. Different mowing patterns for different days of the week are used to reduce wear on the green as well as grain.
3. Pay attention to any oil spots or possible leaks. If an oil leakage is detected, pull mower off green and move to path immediately.

PUSH MOWER

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training to operate a PUSH MOWER

EQUIPMENT: Push Mower, trash bags, proper fuel, and funnel

PPE: Hard hat, proper hearing device

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. Area scheduled for mowing will be cut in the following manner to ensure neat, consistent appearance:
 - Mow perimeter line to allow room for turning push mower while cutting parallel lines.
 - Mow remaining areas in parallel lines.
 - Obstacles such as trees or plantings will be cut around in a full circle following bed edge or tree ring.
 - Discharge clippings away from tree rings and bed areas.
 - Where grass grows next to obstacles, leave a 3-inch clearance strip between deck and obstacles to prevent damage to mower and obstacle.
 - Remaining uncut grass around obstacle will be cut with line trimmer.
3. Clean mower with an air hose or water hose to remove dirt and grass clippings.

ROUGH MOWING
(Rough: Area outside of complex areas)

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training to operate a TRACTOR AND GANG REEL UNIT.

EQUIPMENT: Push Mower, trash bags, proper fuel, and funnel

PPE: Hard hat, proper hearing device

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. Have a pre-determined mowing route established prior to starting. The mow route should begin on hole 18 and go backwards so that no one group is continuously interrupted.
3. Be aware of golfers. Choose a side of the rough and begin mowing. Mow a section of the hole at one time. Continue in this manner until the entire primary rough area of that hole is complete.

NOTE:

The correct mowing speed is a must with ground driven reel units. The speed will be determined by the machinery specifications.

ROTARY ROUGH MOWING
(Common areas, areas not directly in play,
Wooded areas, “outside complex” area)

REQUIREMENTS: Current record on file with employee’s signature indicating they have received the proper training to operate a ROTARY CUTTING UNIT.

EQUIPMENT: Rotary cutting unit, hammer or mallet, and paint

PPE: Hard hat, proper hearing device

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.

2. Have a pre-determined mowing route established prior to starting.

 If possible, have the secondary mower follow the primary mower. This will help achieve a finished product in a systematic, orderly fashion.

3. Be aware of trees. When mowing around trees, avoid high roots and low hanging branches. Pick up fallen branches and debris and pile it neatly at a tree base for later pick-up.

4. Be aware of all hazard stakes and markers and do the following:
 - a. Stop
 - b. Disengage blades.
 - c. Idle down machinery
 - d. Physically remove stakes.

5. Replace all stakes after the area has been mowed (use a mallet if necessary)/

6. Be aware of all golfers and other workers. If anyone approaches, immediately disengage the blades and stop – this is to secure the area from flying debris and possible accidents.

SLOPE MOWING TEES & GREENS

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training to operate a SLOPE MOWER

EQUIPMENT: Slope Mower

PPE: Hard hat, proper hearing device

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. Have a pre-determined mowing route established prior to starting. The mow route should begin on hole 18 and go backwards so that no one group is continuously interrupted.
3. Be aware of the golfers. Be courteous when golfers are on the greens or tees and adjacent greens and tees. Stop movement when golfers are putting or teeing on the green. Stop and idle down equipment when golfers are putting or teeing off.
4. Approach the slope at the smallest incline. Make the first pass next to the collar; mow all the way around to the fairway approach cut. Turn around in the rough area turning away from the fairway (this will help eliminate tire tracks in the approach area). Mow the next pass directly next to the previous pass.

OR

After the first pass is cut, circle around to the bottom line of the slope and mow. Mow the top and bottom of the slope consecutively meeting in the middle.

5. Coordinate slope mowers with the rough mower so that an entire area is completely mowed out, before advancing to another area.

TEE MOWING

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training to operate a TEE MOWER (TRIPLEX)

EQUIPMENT: Tee Mower (Triplex)

PPE: Hard hat, proper hearing device

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. Have a pre-determined mowing route established prior to starting.
3. Be aware of the designated mowing pattern.
4. Approach the tee box and adhere to the following:
 - a. Park in a level area
 - b. Idle down and place mower in neutral
 - c. Remove the markers.
 - d. Inspect the area for debris.
5. Mow the perimeter of the tee first.
6. Choose a side to begin the straight-line passes. Mow across the tee opposing each pass.
7. Exit the tee box for adhering to the following:
 - a. Dump clippings before they overflow.
 - b. Go to the designated area or deep rough.
 - c. Idle down mowers and place in neutral
 - d. Disengage reels and engage brakes.
 - e. Remove buckets and scatter; if it dumps into a pile, spread it with your foot.
 - f. Always dump clippings in an "out of play" area

NOTE: Always be aware of golfers

1. When there is heavy play, adjust the route to work backwards so you don't interrupt any one group more than once.
2. If golfers are playing the hole you are mowing, drive away from them, idle down the machine, and wait patiently.

VERTICAL MOWING

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training to operate a VERTI-CUTTING UNIT.

EQUIPMENT: Verti-cutting Unit

PPE: Hard hat, proper hearing device

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. Have a pre-determined mowing route established prior to starting.
3. Visually inspect area and approach area to be verti-cut from the rear.
4. Relocate flag to collar or tee marker to side of tee.
5. Lock on a fixed object to ensure straight line.
6. Travel to edge of area, lower verti-cutting units, engage, and proceed with first pass.
7. Lift units at end of first pass prior to traveling onto slope rough.
8. Make turn about using light bulb turn technique.
9. Continue to directly oppose each pass until the area is completed.
10. Relocate flagpole back to hole, or tee markers back to original area.

NOTE:

Do not make perimeter passes or turns when verti-cutting units are in the down position.

BACKPACK BLOWER

REQUIREMENTS: Current record on file with the employee's signature indicating they have received the proper training to operate a BLOWER.

EQUIPMENT: Blower

PPE: Hard hat, proper hearing device, safety goggles

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. Make sure the gas cap fits well and does not leak.
3. Turn the blower on and allow the engine to warm up.
4. Begin blowing debris along a curb or sidewalk. Mow debris toward a bed area whenever possible.
5. Be aware of pedestrians and adhere to the following:
 - a. Raise the nozzle up when someone walks near.
 - b. Slow the engine when blowing near cars to prevent damage.
 - c. If debris lands on a care, blow the debris off.
 - d. DO NOT wipe the debris off with your hand or a rag.
6. Always report any damage or repairs.

CHAIN SAW

REQUIREMENTS: Current record on file with the employee's signature indicating they have received the proper training to operate a CHAIN SAW.

EQUIPMENT: Chain Saw, Fuel/Oil Mix, wrenches, safety barricades, rakes, blower, non-metal wedges, hammer or mallet, and saw chain file.

PPE: Sawyers chaps, hard hat, proper hearing device, safety goggles

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. Chain must be tight on guide bar, adjust if needed. Check chain lube oil reservoir, add thirty (30) wt. oil if necessary.
3. Always wear personal protective equipment ALWAYS when using a chain saw. Always use two hands when cutting.
4. Start the chain saw and allow it to warm up. Saws weighing less than fifteen (15) pounds may be dropped when secure footing is available.
5. Prior to cutting, plan the following:
 - a. Which side of the limb to cut to avoid binding the saw.
 - b. Where each piece will land after cutting.
 - c. Movement upward of the standing limb after the cut limb falls away.
 - d. Which direction you will have to move to stay clear of moving or falling limbs?
6. Start the cut with the saw running at full speed. If the saw binds, use non-metal wedges to open the kerf.
7. NEVER cut with the tip of the saw.
8. Clear limbs from work area as needed to maintain safe footing. Pump the chain lube often as you cut (some saws do this automatically).
9. Saw should be running at full speed before the chain touches the wood to be cut.
10. Check chain for tightness and sharpness at least every hour of operation. Wear leather gloves to sharpen the chain when needed.
11. When cutting, hold the saw to the side of your body. A sudden kick back will then move the saw past you, not into you.
12. After the last cut, pump the chain lube button several times to oil the chain for storage (or just run the saw several seconds for models with automatic oilers).

13. Clean up work areas.
14. Clean sawdust and chips from the saw, tighten the chain, and sharpen the chain if needed.
15. Make or report necessary repairs.

NOTE:

1. Do not continue cutting when you are tired or sore.
2. Keep the chain tight and sharp for fast cutting.
3. Cut limbs as large as possible and still can handle them.
4. Lower large limbs with rope to prevent soil compaction under the tree or drop limbs onto plywood or a pile of small limbs.

CUP CUTTING

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training to operate a CUP CUTTER

EQUIPMENT: Cup cutter, cup puller, cup setter, hand spade, bucket of sand, utility cart, towel, extra tea towels, ball mark repair tool, sand, and trash bags

PPE: Hard hat

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. Approach the green from the sides or rear. Avoid the player's approach area. Park a utility cart on the path if applicable.
3. Visually inspect the green. Repair unsightly ball marks and divots. Report any sighted oil leaks that may have occurred from a mower.
4. Select an area for the new cup. This should be free from blemishes and contamination, if possible, relatively three (3) feet round, and four (4) steps from the collar.
5. Plunge cutter into selected area to a depth of approximately two (2) inches. Remove plug into bucket.
6. Place the cutter back into the hole. Make sure cutter is vertically straight – perpendicular with the horizon.
7. Push cutter down to a depth of six (6) inches. Spinning or turning the cutter to the right or left will facilitate this step.
8. Pull the cylinder up slowly.
9. Take cup cutter and bucket with plug to flag then remove flag, remove cup with cup puller, and set aside.
10. Place cutter into an old hole and release the dirt from the cylinder. Size up the remaining depth area of the hold in relation to the depth of the plug. If the area in the hole is shallow, remove soil from hole. If the areas are too deep, add sand from the bucket. If adding sand, till sand into the existing soil mix.
11. Replace plug – green side up!! Make sure the plug is flush with the playing surface. If it is too low or too high – use the cup cutter and adjust accordingly. DO NOT force a high plug down as it will only rise and become scalped.

12. Clean the inside of the cup, especially the center hole where pin is located. Take the cup and flagpole to a new location. Step lightly on cup setter to achieve proper depth.
13. Clean up any debris from around the hole. Wipe down the flagpole with a towel, especially the cup fitting end.

MOVING TEE MARKERS

1. Relocate tee markers to a clean and unworn area within the designated tee area.
2. Place markers perpendicular to the landing zone in the fairway.
3. Replace missing, dirty, torn or worn tea towels.
4. Check the ball washer for water and fill if needed.
5. Fill divots with sand.\
6. Empty trash

NOTES:

1. Wet greens and expected rainfall: pin placement should be in areas that are the least likely to collect water.

GAS EDGER

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training to operate a GAS EDGER

EQUIPMENT: Gas Edger, blower, proper fuel mix.

PPE: Hard hat, safety goggles.

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. Edge before mowing the turf area, if possible, the mower will then help remove debris.
3. Place edger wheel(s) on grass next to bed or on hard surface of sidewalk or road. Adjust blade depth to cut grass cleanly while throwing just a small amount of soil.
4. Pick a starting point and run the machine along the established edge until you are back at the starting point. Keep the same bed lines unless told otherwise.
5. Remove all grass runners and bag large debris. Blow or sweep debris and soil off the hard surface if the area is finished (mowing and trimming is done).
6. Stop edging when pedestrians are nearby. Shut off the edger before leaving if for any length of time.
7. Clean the edge with an air hose.
8. Report necessary repairs to the mechanic.

GREENS SPIKING

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training to operate a SPIKING UNIT.

EQUIPMENT: Spiking unit

PPE: Hard hat

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. Determine route and spiking pattern prior to leaving the shop.
3. Visually inspect green for foreign objects, walk to flagpole and relocate to the collar.
4. Lock on an object for first pass to ensure straight line.
5. Travel to collar, lower units on collar and proceed onto green, making pass across green top.
6. Travel through collar and lift units immediately after leaving collar.
7. Turn about using light bulb turn technique.
8. Continue, directly opposing each pass until green is completely done.
9. Relocate flagpole back to cup.

NOTE:

While spiking units are in a down position, DO NOT make any turns or perimeter passes.

MOBILE TRAP RAKING

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training to operate a MOBILE TRAP RAKE.

EQUIPMENT: Mobile trap rake, landscape rake, and fan rake

PPE: Hard hat

PROCEDURE:

1. Inspect the equipment to ensure it is in proper working condition. Notify the mechanic or superintendent if there are any problems.
2. Plan raking route prior to leaving the shop. When there is heavy play, start on Hole #18 and work backwards so that no one group is interrupted continuously.
3. Enter trap in a spot with minimum lip. Keep machinery off steep faces, rake this area by hand.
4. Lower rates and begin in the middle working out. Pay attention to speed, do not create ripples.
5. Exit trap in a different area from the entrance point.
6. Use the fan rake to rake any debris such as grass clippings or leaves out of the trap.
7. Idle down machine. Use landscape rake to hand rake the trap perimeters. Pull sand from the center out to the edge.

NOTE:

Be aware of Golfers.

1. When raking traps:
 - a. Wait for all players to hit their approach shot.
 - b. Rake while players are moving to their balls.
2. When golfers are on the greens, and you are near:
 - a. Idle down machine.
 - b. Patiently wait until all players are through.
 - c. Continue raking greenside trap.

PVC LINE REPAIR
2 ½" DIAMETER OR LESS

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training to operate a PVC SAW OR CUTTER.

EQUIPMENT: PVC saw or cutters, water bucket, clean towels, shovel, pipe cleaner (primer), pipe glue (solvent), repair couplings, pipe, and if needed, white bread.

PPE: Hard hat

PROCEDURE:

1. Locate and dig up break or leak, placing sod carefully out of the way. Dig back along the line enough to allow for both rooms to work and to allow some flex in the line when making the final repair.
2. Isolate the line where break has occurred if not already done.
3. Cut out portion of line that is to be repaired leaving enough area between the new cut ends to work in. Allow the line to fully drain.
4. Bail out hole to dry area to work in and to allow repairs to set in dry conditions.
5. Cut the new length of pipe to size. Clean any burrs with a knife from ends of repair pipe and existing ends.
6. Clean all ends with a damp towel to remove any dirt, then dry with a clean towel. If the pipe is still dripping water from one of the existing ends, use wadded up white bread (without crust) to plug the pipe to ensure dry glue set.
7. Clean all ends and repair couplings with pipe cleaner.
8. Glue repair coupling to one of the existing ends, then glue repair pipe to coupling, twisting pipe ninety (90) degrees to get good solvent spread. Pipe size lettering should be rotated up towards the surface.
9. Glue the second repair coupling to the other end of existing line and re-measure repair pipe length to repair coupling.
10. Glue repair line end to remaining coupling. This will need slight flexing or bowing of the line to get a proper fit.
11. Repair should be allowed to cure for at least one (1) hour before being brought back under pressure.
12. Gently put the line back under pressure and if no leak exists, backfill and replace sod.

NOTE:

1. Sod should be carefully laid out around repair hole in the same order that it was dug out to ease patching after backfill operation.
2. Be careful when digging around the line. Do not cut existing hydraulic tubing or electrical wires.
3. All glue fittings and pipes should be rotated to spread solvent evenly around the joint.
4. After the above-mentioned rotation, the repair should be held still until weld set to prevent pipe from backing out of repair (usually this will take approximately thirty (30) seconds).
5. Usually, no thrust block or rebar is needed for glued repairs, but if there is an angle or tee repair that will undergo unusual stresses, then either type reinforcement may be necessary.
6. Do not leave repair trash in hole, remove before back filling.

PVC LINE REPAIR 2 ½" DIAMETER AND UP

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training to operate a PVC SAW OR CUTTER.

EQUIPMENT: PVC saw, coarse file, fine file, pipe strap or wrench, pry bar, clean towels, bucket with clean water, bucket for bailing, pipe soap, shovel, black permanent marker, repair couplings, length of pipe.

PPE: Hard hat

PROCEDURE:

1. Locate leak or break. Carefully remove sod and set aside. Dig up area and along pipe to allow room to work. Dig well below pipe for additional room. There is no substitute for maximum room to work for slip fit repair work.
2. Isolate breaks or leaks if not already done.
3. Cut out section where repair is to be made. Leave enough of the remaining ends exposed to allow easy filing room and area for couplings to fit. Bail out hole to provide dry work area.
4. Bevel both ends of previously existing pipe by first using coarse file to perform major shaving. The area should be at least 2" in length. Smooth the taper with the fine file. Remove any shreds or burrs from pipe ends with knife. The result should resemble the factory taper as closely as possible.
5. Measure repair pipe and cut it to length to fit between tapered ends. Allow some space to occur to ease in the fitting when gap is reduced by the couplings.
6. Taper both ends of repair pipe as described in Step #4.
7. Circle all pipes with permanent marker roughly half the length of the repair coupling from the end of the pipe. This will provide a guide for the correct coupling depth on the pipe.
8. Clean previous pipe ends with a wet towel to remove dirt from repair area. Soap ends heavily. Examine O-rings in couplings to ensure proper seal and that they are facing proper direction. Soap O-rings heavily.
9. Press repair coupling to previous line and evenly, while rotating coupling to ease it onto pipe. Coupling should slide onto pipe without O-ring rolling or unseating. Slide it onto pipe until stopped by second O-ring. Repeat process at other end.
10. Heavily soap both ends of repair pipe.
11. Hold repair pipe between couplings with pipe size lettering facing up. Pull and rotate one coupling onto repair pipe using pipe strap or pry bar. Repeat process at other end.

12. Align repair couplings to circled marks to ensure proper fit and spacing.
13. Gently bring the line back under pressure to check for leaks. Backfill hole and replace sod if all repairs hold.

NOTE:

1. Sod should be carefully laid around the hole in the same order that it was removed to ease the patching to be done after the backfilling process.
2. Be extremely careful when digging around the line. Do not cut hydraulic tubing or electric wiring.
3. Repairs of lines greater than 4" in diameter usually require an additional person to muscle the couplings and to hold the repair line still.
4. Thrust blocks are always needed for slip fit angle or tee repairs. Cement laid over repair is not an acceptable practice!
5. Ductile fittings provide greater security for tee repair in the long run and should be used if the additional expense can be justified. Ductile fittings are not usually required in straight line repairs.

STRING TRIMMER

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training to operate a STRING TRIMMER

EQUIPMENT: String trimmer, extra line, line cutter, proper fuel, and utility vehicle.

PPE: Hard hat, safety goggles

PROCEDURE:

1. Inspect string trimmer and start before leaving shop.
2. Have enough spare string on hand to finish the day's work.
3. Wear safety glasses at all times when using trimmer.
4. Trim in the following manner:
 - a. Trim areas by moving from right to left, keeping the head in front of you.
 - b. Hold the head the same distance from the ground as the mowers are cutting, this will give the entire turf area an even cut.
 - c. Allow one (1) to two (2) inches of clearance next to tree and shrub trunks to prevent plant damage. Angle the line in toward the base of posts, signs, etc. This will help prevent damage to fixed objects. Wooden posts will be damaged if repeatedly hit with the line.
 - d. Work in a uniform manner when possible. Begin at the starting point and continue until back at the start.
5. Clean trimmer with air hose and perform maintenance service. Report any problems to the mechanic.

NOTES:

1. Carry extra line with you for manual heads and pick up used line.
2. Carry machine with the gas cap up to prevent spills.

TRAFFIC CONTROL TIMBERS

REQUIREMENTS: Current record on file with the employee's signature indicating they have received the proper training on using a SMALL CHAIN SAW.

EQUIPMENT: Small chain saw, 8" X 3" X 4" landscape timbers, 10 x 3/8" spikes, 7/16" flat washers, 1/4 "poly twist rope, 3/4" and 1 1/32" drill bits.

PPE: Hard hat, safety goggles

PROCEDURE:

1. Cut timbers into 12" sections with small chain saw.
2. Stack timbers and cut at the same time.
3. Drill pilot hole for rope with 3/4" drill bit at 1 1/2" from top of timber. Use 1 1/32" drill bit for pilot hole at bottom of timber for mounting spike. Center hole at bottom of timber and go to a depth of 2 1/2".
4. Cut off the heads of spikes. Large bolt cutters work well for this.
5. Drive spike into pilot hole, headfirst.
6. Paint all timbers (i.e. Hunter green to match other golf accessories such as ball washers and trash cans).
7. Install stakes where appropriate.
8. Use approximately 20' spacing between timbers. At the end of each section, install single timbers to provide a walkway for golfers. These should be about 5' apart, using between one and three timbers per walkway.
9. Install ropes between sections by placing rope through hole at top of timber, add washer, then tie knot to hold washer on. Cut excess rope then burn end to prevent fraying.
10. Larger areas such as across the ends of fairways before the green complex may be addressed by running rope along the ground with timbers at each end. Tie a loop at the end of the rope and insert stake.
11. Timbers should be repositioned frequently to reduce water.

TRAP MAINTENANCE

REQUIREMENTS: Current record on file with the employee's signature indicating they have received the proper training in performing trap maintenance and operating a STRING TRIMMER.

EQUIPMENT: Edger, line trimmer, garden rake, garden hoe, fan rake, big flat shovel, utility cart, mixed fuel, extra trimming line, "Ground Under Repair" sign

PPE: Hard hat, Face shield

PROCEDURE:

1. Line trim all around the trap:
 - Greenside trap
 - Very carefully trim over hanging grass on the greenside edge
2. Edge the remaining perimeter with the edger:
 - Redefine the original trap line.
 - Penetrate the sand with the edger blade to a depth of four (4) inches – this will cut the buried runners that could potentially resurface.
3. Pull the cut runners away with a rake.
4. Use the hoe to cut any remaining runners that the edger missed.
5. Remove all grass clippings using fan rake and shovel.
6. Pull the sand back to the trap lip and smooth it out.
7. Check sand depth – on high side – should be three (3) to four (4) inches deep.
8. Do not contaminate white sand with underlying soil by raking too deep.

NOTE:

Be Aware of Golfers

1. Stop all engines when golfers are near.
2. Keep all tools together and away from play.
3. Place a "Ground Under Repair" sign in the trap while maintenance is being performed.

TURF REPLACEMENT

Plugging

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training on operating a UTILITY CART

EQUIPMENT: Utility cart, plug extractor, bucket of sand, hand shovel or spade.

PPE: Hard hat

PROCEDURE:

1. Inspect utility cart for proper working order.
2. If applicable, go to the designated area to remove the plug; extract plug from area making sure area is weed free and healthy; fill empty area left after plug removal with sand until level with surrounding surface.
3. Use plug extractor to remove core from area to be plugged.
4. Place plug, green side up, in hole, adding or deleting soil to ensure that plug is level.
5. Continue procedure with specified spacing until jog is completed.

NOTES:

1. Plug should be extracted from an area of healthy turf so as not to contaminate the area of "grow-in" with weeds or disease.
2. Once plug is in place, it should be level with surrounding surface to facilitate a uniform appearance as well as a uniform roll of a golf ball.

TURF REPLACEMENT

Sod Replacement

REQUIREMENTS: Current record on file with employee's signature indicating they have received the proper training on the use of a MACHETE OR HATCHET

EQUIPMENT: Sod cutter, light weight roller, rake, shovels, broom, machete or hatchet.

PPE: Hard hat

PROCEDURE:

1. Sodding should only be done during the periods of the year when soil temperatures are correct for turf establishment.
2. When replacing sod please adhere to the following:
 - a. Mark area to be cut out using turf paint. Area should have square corners and straight lines when possible.
 - b. Locate and flag all irrigation heads. Install new or repair existing irrigation system now.
 - c. Measure the thickness of the soil in the replacement sod and set the sod-cutter to cut slightly less than this amount.
 - d. Cut the turf out of the marked area, rake smoothly, and water the exposed soil.
 - e. Lay a perimeter strip of sod along any of the existing bed areas or curbs making sure that the sod comes in good contact with the ground and that each slab of sod is butted up tightly against the previously placed piece. Gaps will cause the sod slabs to dry faster and possibly shrink causing a larger gap or hole. Slabs should be placed so they resemble brickwork when finished. This prevents erosion during watering and allows faster growth.
 - f. Cut slabs with a hatchet, machete or square spade when filling in small areas. Pieces smaller than one quarter of a full slab will dry too quickly and should not be used.
 - g. Top-dress with sand or soil to fill gaps and lightly roll the sod with the sod roller to ensure good contact between the soil and sod and to give a smooth appearance.
 - h. Water the new sod.
 - i. Water lightly twice a day to keep soil and sod moist but not saturated.
 - j. Clean up the area.

3. Clean sod-cutter and equipment.
4. Perform equipment maintenance. Report any problems to the mechanic and tag the machine.

NOTE:

Popsicle sticks can be used to peg the sod in place on steep slopes.

Allow sufficient time for rooting before mowing new sod.

	HR/SER	SER/WM	HR/WRM	SER/MOD	HR/MOD	HR/YEAR
BUNKER EDGING	120.00	8.00	960.00	3.00	360.00	1320.00
CART PATH EDGING	40.00	18.00	720.00	6.00	240.00	960.00
TREE TRIMMING	200.00	1.00	200.00	0.00	0.00	200.00
SPRAY TREE RINGS	120.00	5.00	600.00	2.00	240.00	840.00
EDGE IRR HEADS,ETC	40.00	6.00	240.00	2.00	80.00	320.00
CLEAN UP DEBRIS	8.00	38.00	304.00	14.00	112.00	416.00
ROPING/SIGNAGE	8.00	38.00	304.00	14.00	112.00	416.00
PAINTING	8.00	5.00	40.00	1.00	8.00	48.00
NATURAL AREAS	240.00	3.00	720.00	1.00	240.00	960.00
GC LANDSCAPE BEDS	40.00	8.00	320.00	4.00	160.00	480.00
PINE STRAW AREAS	24.00	2.00	48.00	1.00	24.00	72.00
			4456.00		1576.00	6032.00

SUPERVISION/TECHNICAL

	QTY	HR/WK	HR/YEAR	
DIRECTOR OF MAINTENANCE	1.00	40.00	52.00	2080.00
SUPERINTENDENT	1.00	40.00	52.00	2080.00
CREW FOREMAN	1.00	40.00	52.00	2080.00
EQUIP TECH	1.00	40.00	52.00	2080.00
REEL TECH	1.00	40.00	52.00	2080.00
SPRAY TECH	1.00	40.00	52.00	2080.00
IRRIGATION TECH	1.00	40.00	52.00	2080.00
			14560.00	
		MAIN	MODER	TOTAL
MOWING		6528.00	3204.00	9732.00
RECURRING FUNCTIONS		4386.00	2394.00	6780.00
PROJECTS		1612.00	583.00	2195.00
DETAIL TASKS		4456.00	1576.00	6032.00
		16982.00	7757.00	24739.00

STAFF REQUIREMENTS	12.49	10.77
PLUS SUPERVISORY	7.00	7.00
TOTAL PERSONNEL	19.49	17.77

Items not included in the man hour estimate that absorb additional hours are:

- scheduled breaks and transportation to & from work areas
- equipment down-time
- extra preparation for tournaments (double mowing greens, extra trap raking, etc)
- weather (rain, cold, lightning, etc)
- sick days, holidays, vacations
- cleaning of shop areas and policing golf course
- other projects
- landscape

In this case, the staffing level would be to have a total of 19 full time equivalent employees

PROPOSER'S ACKNOWLEDGMENT AND PROPOSAL FORM

Request for Proposals for Golf Course Maintenance Services

Proposer's Name: Cypress Golf Management, LLC dba/Cypress Golf Course Services
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: 26-1636119

Address: 235 Apollo Beach Blvd, #422 Apollo Beach, FL 33572

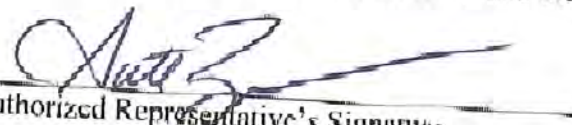
Telephone No.: 813-645-9111

Fax Number: 813-645-9117

E-Mail: szakany@cgcs.com

Contact representative: Scott Zakany

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
Scott Zakany

12-20-23
Date

Name:

President

Position:

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

Cypress Golf Management, LLC dba Cypress Golf Course Services

(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): L09000123128.

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 million, fifty-thousand, five hundred and twenty dollars
Written Dollar Amount

(\$ 2,050,520.00)





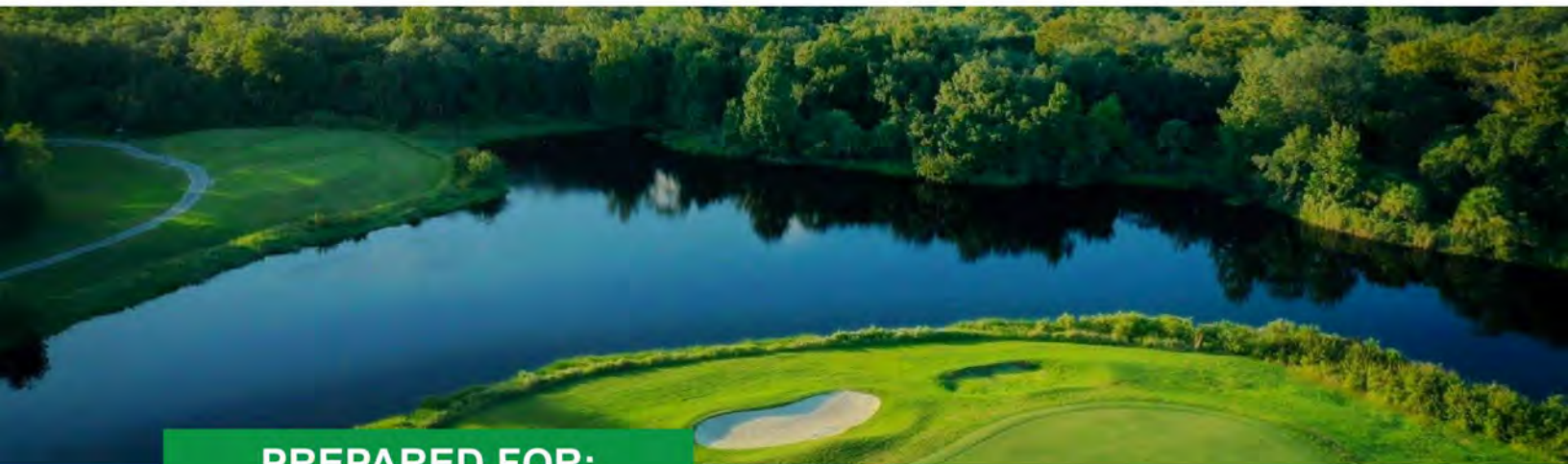
**DTE
GOLF®**

GOLF FACILITY SERVICES

North Palm Beach Country Club



GOLF | SPORTS TURF | GOLF RENOVATION | IRRIGATION



PREPARED FOR:

Allan

Bowman

Head Golf Professional

**The Village of North
Palm Beach**

501 U.S. Highway One
North Palm Beach, FL 33408
Phone: (561) 691-3433

Email: abowman@village-npb.org

Proposal issued:

20 Dec 2023



12/20/2023

The Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, FL, 33408
RE: Professional Golf Maintenance

Dear Allan,

Thank you for the opportunity to submit the following proposal for professional golf maintenance at North Palm Beach Country Club.

We believe that Down To Earth is best qualified to fulfill the goals of North Palm Beach Country Club and we are excited to prove our capabilities. DTE is committed to improving and protecting the quality and value of your assets through our dedication to our Mission, Vision, and ICARE values. Our Mission? To bring natural joy to our customers. Our Vision is to become the service provider of choice in the Green Industry, and we achieve this through demonstrating our ICARE values:

INTEGRITY

- We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.

COMMUNITY

- We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.

ACCOUNTABILITY

- We meet our commitments to each other and to our valued customers and act if we fall short of expectations.

RELENTLESSNESS

- We are constant in our efforts to provide solutions to customers and to satisfy their needs.

EXCELLENCE

- We strive to deliver best in class quality and safety while improving our services and results every day.

Our experienced team develops innovative ideas that allow any challenge or issue to be addressed and includes state licensed Irrigation general contractors, GCSAA Class A Member Golf Director, FNGLA (Florida Nursery, Certified Horticulture Professional (FCHP), Certified Landscape Technician (FCLT), Certified Landscape Contractor (FCLC), as well as state certified fertilizer and pest control operators, irrigation designers and installers.

Respectfully,
Nathan Branz
Business Development Manager - Golf
904.229.1166
Nathan.Branz@down2earthinc.com



Managing Risk · Insuring Success · Since 1972

September 1, 2023

Down To Earth
2701 Maitland Center Parkway
Suite 200
Maitland, FL 32751
Attn: Johann Fiallo, Estimating Manager

Re: Letter of Bond-ability

Dear Johann,

It has been the privilege of Brunswick Companies and Hanover Insurance Company to provide surety bonds on behalf of Down to Earth for over 6 years, during which time Down To Earth has performed and we have issued performance and payment bonds for contracts valued in the range of \$5,000,000. In our opinion, Down To Earth remains properly financed, well equipped, and capably managed.

At the present time, Hanover Insurance Company provides a \$5,000,000 single project / \$15,000,000. aggregate surety program to Down To Earth. As always, Hanover Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. Therefore, Down To Earth has 100% bonding capabilities for the above captioned project.

Hanover Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570) and is rated A(XV) by A.M. Best Company and is licensed to do business in the State of Florida.

Regards,

Mark Levinson
Attorney-in-Fact, Hanover Insurance Company
Sr. VP. Brunswick Companies

COMPANY OVERVIEW

A LITTLE ABOUT WHO WE ARE



**ARE YOU READY TO EXPERIENCE THE
DOWN TO EARTH DIFFERENCE?**



Down To Earth Landscape & Irrigation is a premier, full-service landscape company proudly providing maintenance, irrigation, design, and construction services for golf and sports turf serving multiple regions across the Southeastern United States.

Specializing in large-scale commercial, residential and resort services, we deliver unparalleled service and unmatched quality from design and installation to ongoing maintenance.

ABOUT US

Founded in 1989 as a **landscape & irrigation installation company**, DTE expanded to include a **landscape maintenance division** and **golf division** in order to meet the increasing demand from our clients. Today, Down To Earth continues to grow with over 1,400 team members that operate out of 15 branch locations and 40+ golf courses.

OUR GOAL

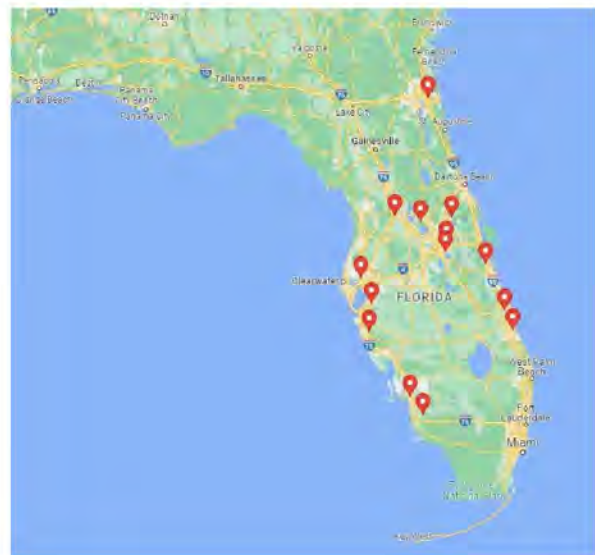
Down To Earth's goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success since 1989: surround yourself with personnel that demonstrate our **"ICARE"** values and offer a service that demonstrates that to the customer.

1400+ EMPLOYEES

- Certified State Licensed Irrigation Contractor
- Certified Golf Course Superintendents
- Certified State Licensed Pest Control Operators
- Certified Rain Bird Maxicom Employees
- Certified Arborists
- Certified Horticulturists
- Certified Employees in Maintenance of Traffic
- Green Industries Best Management Practices
- On-Staff Mechanics (Certified Diesel Mechanics, Certified 2-Cycle Mechanics)

450+ EMPLOYEE VEHICLES

- Maintenance/Construction Trucks
- Irrigation Vans (Managers/Crews)
- Enclosed Trailers/Dump Trailers
- Large Semi-Trucks, Goose Neck Trucks



LOCATIONS

**CENTRAL
FLORIDA**

**SOUTHEAST
FLORIDA**

**NORTH
FLORIDA**

**SOUTHWEST
FLORIDA**

**SOUTH
CAROLINA**

OHIO

COMPANY SAFETY PLAN

THE NUMBER ONE PRIORITY



THE TEAM THAT CARES

Down To Earth understands that safety is the number one priority for both you and our employees. As such, all personnel wear the following necessary protective equipment during the performance of their duties:

- Protective clothing, reflective, high visibility shirts, and safety vests
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

Down To Earth personnel will adhere to all local, state, and federal safety guidelines and will observe all safety precautions when performing services on property, roadways and rights-of-way. The following measures will be employed when active in these areas:

- Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary
- Use of reflective, high visibility safety vests on all personnel and vehicles (which are clearly identifiable) as required

HIRING PROGRAM

- Mandatory drug screening prior to employment – zero tolerance policy.
- Each new employee must complete our **“Green Vest Training”** program that focuses on safe operation of all equipment and machinery.
- Use of high visibility uniforms, vests, hats, glasses, and earplugs as required.

SAFETY TRAINING PROGRAM

- Employees participate in periodic equipment training program demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- All Fertilizer/Pest Control Applicators must take the Florida Best Management Practices Class and stay current on continuing education units.
- Weekly Safety topic as well as periodic Safety bulletins to raise awareness and reinforce training.

PREVENTATIVE MAINTENANCE PROGRAM

- Participate in weekly toolbox talks to review the correct maintenance procedures and inspect current equipment.
- Clean equipment daily as well as sharpen mower blades and service equipment to ensure proper working order.
- Weekly **Vehicle Condition Report** to ensure that all repairs and maintenance have been completed.
- Monthly **Branch & Site Audits** to ensure compliance.

APPROACH TO SERVICES

AN OVERVIEW OF WHAT WE DO & HOW WE DO IT



We are driven by being able to provide superior service to our clients and bringing natural joy to every property we service.

CORE COMPETENCIES

- PROFESSIONAL GOLF COURSE MAINTENANCE
- PROFESSIONAL GOLF COURSE RENOVATIONS
- FULL-SERVICE IRRIGATION SERVICES
- FULL-SERVICE FERTILIZATION & PEST CONTROL
- PROFESSIONAL LICENSED IRRIGATION

OVERVIEW OF SERVICES AVAILABLE

PUTTING GREEN MAINTENANCE

Mowing • Rolling •
Aerification • Verticutting and
Grooming • Topdressing •
Fertilization • Weed Control •
Insect & Disease Control •
Overseeding

TEE MAINTENANCE

Mowing • Aerification •
Topdressing • Fertilization •
Weed Control • Insect &
Disease Control •
Overseeding • Litter Control

FAIRWAY MAINTENANCE

Mowing • Aerification •
Fertilization • Weed Control •
Insect Control • Litter Control
• Overseeding

COURSE SET -UP

Cups • Teeing Ground

BUNKER MAINTENANCE

Raking • Edging • Weed
Control • Litter Control

ROUGH MAINTENANCE

Mowing • Fertilization •
Weed Control • Insect
Control • Litter Control

TREE & SHRUB MAINTENANCE

Pruning • Mulch

IRRIGATION SYSTEM MAINTENANCE

Scheduling • Inspection •
Repairs

EQUIPMENT MAINTENANCE

CART PATH MAINTENANCE

Litter Control • Edging •
Washed Out Areas • Slopes

GOLF FACILITY MANAGEMENT

Water Management • Golf
Shop Operations •
Restaurant / Bar
Management/Operations •
Golf Cart Management •
Design / Renovation

LANDSCAPE ENHANCEMENTS

Irrigation Systems • Water
Features • Landscape
Design / Installation • Tree
Care • Grow-in Planting •
Shrubbery Installation

LAKE BANKS AND DITCHES

Slopes & Bank Maintenance
• Litter Control

IRRIGATION SYSTEM MAINTENANCE

Scheduling • Inspection •
Repairs

DRAINAGE MAINTENANCE

Note: Detailed scope of services included with pricing and contract.

SERVICE REPORTS

WEATHER - IRRIGATE – FERTIGATE REPORT

Month: _____

Course: _____

Date	Hi	TEMP	Lo	Rainfall	Irrigate	Fertigate	Date	Hi	TEMP	Lo	Rainfall	Irrigate	Fertigate
1	/						17	/					
2	/						18	/					
3	/						19	/					
4	/						20	/					
5	/						21	/					
6	/						22	/					
7	/						23	/					
8	/						24	/					
9	/						25	/					
10	/						26	/					
11	/						27	/					
12	/						28	/					
13	/						29	/					
14	/						30	/					
15	/						31	/					
16	/												

Average High Temp _____
Average Temp/Month _____

Average Low Temp _____
Total Rainfall _____

SERVICE REPORTS

FERTILIZATION & PEST CONTROL REPORT

Golf Course Name _____ Address _____

Name of Certified Supervisor _____ Registration No. _____

1. Date 2. Start Time 3. End Time	Actual Applicator Name	1. Location/Description of Target Treatment Site 2. Turf/Crop	Total Size of Treatment Area	1. Pesticide Brand Name 2. EPA Registration Number	Total Amount of Pesticide Applied Gallons/Pounds	Application Method

Wetting Agent _____ Rate _____ Other Material _____

Target Pest (s) _____

Extent and Type of Plant Injury _____

Nozzle Size _____ Pressure Maintained _____

Weather Conditions During Application _____

Air Temperature _____ Wind Velocity _____ Wind Direction _____

Cloudy _____ Number of Days Since Last Rain _____ Amount of Rain _____

Observations and Notes _____

DTE GOLF QUALITY CONTROL FORM

**Down to Earth
Golf Course Standards**

Rating Month: _____ Date: _____

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Total	Average	50%
Greens																					
Fairways																					15%
Tees																					15%
Bunkers																					5%
Rough																					5%
Water Hazards																					5%
Cart Path																					5%
Plants/Trees																					5%

Rating Scale from 4 - 1
 4 Perfect 3 Excellent 2 Good 1 Poor

Final Rating _____

Comments _____

PERSONNEL

MEET THE TEAM



**THE TEAM COMMITTED TO CREATING
THE HEALTHIEST AND MOST VIBRANT
LANDSCAPE FOR YOU POSSIBLE**

Our highly skilled and trained landscape technicians will be onsite to care for your property each day, and supported by our staff of certified horticulturalists, arborists, pest control operators and irrigation specialists.

ORGANIZATIONAL CHART

One of the keys to Down To Earth's success is the ability to provide the care and attention of a local company but with the scale and resources of a larger enterprise.

This alignment from the CEO down to the individual crew members is critical to delivering on our vision to be the "Service Provider of Choice".

CHIEF
EXECUTIVE
OFFICER

VICE PRESIDENT
OF GOLF

REGIONAL
SUPERINTENDENT

SUPERINTENDENT
&
ASSISTANT
SUPERINTENDENT

1
IRRIGATION
TECHNICIAN

1
SPRAY
TECHNICIAN

1
EQUIPMENT
TECHNICIAN

13
CREW
MEMBERS



YOUR DEDICATED TEAM

Every golf course maintained by DTE has a dedicated Superintendent whom reports to one of our 5 regional superintendent.



VICE PRESIDENT OF GOLF

- KRIS CHAMBROT
- Here to oversee the entire team and operations for your property.
- kris@down2earthinc.com
- (352) 840-3110

REGIONAL SUPERINTENDENT

- Dave Cimini
- Here to ensure the highest quality and efficiency for your maintenance program.
- Dave@down2earthinc.com

BUSINESS DEVELOPMENT

- Nathan Branz
- Provides key information on services to ensure a smooth onboarding process.
- Nathan.Branz@down2earthinc.com
- (904) 229-1166

EXPERIENCE

YOUR TEAM'S BACKGROUND

KRIS CHAMBROT

VICE PRESIDENT OF GOLF

SUMMARY

Results-driven leader with over 20 years of experience in golf course maintenance. Proven ability to provide championship golf conditions for high profile tournaments, recognized by several known publications such as Golf Digest, Golf Magazine, and Golfweek, amongst others. Track record of success delivering employee equipment safety training.

QUALIFICATIONS

- GCSAA Class A Member
- Certificate in Principles of Turfgrass Management from University of Georgia
- Ornamental and Turf Commercial Applicator License
- Advanced knowledge of agronomy and warm/cool season turfgrass practices
- Strong irrigation and chemical background
- Executive ability in problem solving and decision making.

EXPERIENCE

Down To Earth – VP of Golf

2010 - Present

Providence Golf Club, Davenport, FL – Golf Superintendent

2009 - 2010

Ginn Reunion Resort, Davenport, FL – Director of Golf

2003 - 2009

TRAVIS ANDERSON

REGIONAL GOLF COURSE SUPERINTENDENT

SUMMARY

Proven leader with over 20 years of experience specializing in golf course maintenance, golf turf management, and environmental quality. Offering skills in the development and implementation of agronomic plans for 171 holes of golf.

QUALIFICATIONS

- Recipient of 2018 North Florida PGA East Central Chapter Superintendent of the Year
- GCSAA Class A Member
- Certified in Best Management Practices of the Florida Green Industries by the FL Department of Environmental Protection and the University of Florida Institute of Food and Agricultural Services
- Certified in Best Management Practices for Enhancement of Environmental Quality on Florida Golf Courses
- Licensed Ornamental and Turf Commercial Pesticide Applicator

EXPERIENCE

Down To Earth – Regional Golf Course Superintendent

2019 - Present

Down To Earth – Golf Superintendent

2012 - 2019

Candler Hills Golf Course, Ocala, FL – Assistant Golf Superintendent

2007 - 2012

Oconee Course at Reynolds Plantation, Greensboro, GA

2006 – 2007

Second Assistant Superintendent

EXPERIENCE

YOUR TEAM'S BACKGROUND

DAVID CIMINI

REGIONAL GOLF COURSE SUPERINTENDENT

SUMMARY

Over 15 years of experience in golf course maintenance with demonstrated management skills that guide teams to success while developing meaningful relationships with clients to sustain business operations. Expertise in daily operations oversight and budget administration with a strong agronomic background and work ethic.

QUALIFICATIONS

- GCSAA Class A Member
- Licensed Ornamental and Turf Commercial Applicator
- Working knowledge of construction principles, practices, and methods
- Knowledgeable in irrigation and pesticides

EXPERIENCE

Down To Earth – Regional Golf Course Superintendent

2009 - Present

Ginn Reunion Resort, Orlando, FL

2006 – 2009

Assistant Golf Superintendent/Irrigation Technician

MATT BARROW

REGIONAL GOLF COURSE SUPERINTENDENT

SUMMARY

Dedicated professional with demonstrated ability to lead and manage multiple courses by identifying and solving issues to achieve mission-critical results. Performance and results-driven team player with over 15 years of experience managing golf courses.

QUALIFICATIONS

- Golf Course Operations – Lake City Community College – Degree in progress.
- Highly Skilled in irrigation systems operations.
- Expertise in Best Practices and application of fertilizers and pest control.

EXPERIENCE

Down To Earth – Regional Golf Course Superintendent

2023 – Present

Duval/Double Palm Executive Golf Courses – The Villages - Superintendent

2011 – 2023

The Claw at USF Tampa – Tampa, FL – Assistant Golf Course Superintendent

2010 – 2011

Grand Cypress Resort, Orlando, FL – Senior Irrigation Technician

2009 – 2010

Valley Crest Landscape, Orlando, FL – Irrigation Technician

2008 – 2009

Seven Hills Golfers Club, Spring Hill, FL – Equipment Operator

2005 – 2007



EXPERIENCE

YOUR TEAM'S BACKGROUND

JUSTIN MARTINJAK

REGIONAL GOLF COURSE SUPERINTENDENT

SUMMARY

Over 10 years Management experience in the Golf and Landscape Maintenance Industry including successful development and oversight of fertilizer and pest control applications. Real team builder passionate about helping employees with technical, operational, and safety coaching.

QUALIFICATIONS

- Florida Green Industries: Certified Best Management Practices
- State of Florida Licensed Turf and Ornamental Restricted use Pesticide Applicator
- Oversight of chemical applications in compliance with State regulations and industry best practices

EXPERIENCE

Down To Earth – Regional Golf Course Superintendent	2021 - Present
Down To Earth – Branch Manager	2018 – 2021
Davey Management at Silver Dollar Golf Club, Tampa, FL – Superintendent	2013 – 2018

NICK DUNLEAVY

REGIONAL GOLF CLUB MANAGER

SUMMARY

Business administrator with over 30 years of experience in golf course management and accounting. Proven record of improving club financials through revenue generation and expense control with strong multi-tasking skills and ability to simultaneously manage various projects.

QUALIFICATIONS

- PGA of America member
- Canadian PGA member
- Highly experienced in managing food and beverage for clubs and special events.
- Knowledge of laws and regulations to ensure permits are current and courses comply with local authorities.
- Successful oversight of multiple Golf courses in Central Florida and South Carolina
- Focus on creating a welcoming and fun environment at the clubs.

EXPERIENCE

Down To Earth – Regional Golf Club Manager	2016 - Present
Mystic Dunes Golf Club, Celebration, FL – General Manager	2013 -2016
Rio Pinar Country Club, Orlando, FL – General Manager	2007 - 2013



EXPERIENCE

YOUR TEAM'S BACKGROUND

NATHAN BRANZ

BUSINESS DEVELOPMENT – GOLF

SUMMARY

Highly skilled sales professional focused on identifying customer needs and developing solutions that lead to long term relationships. Deep understanding of the industry and real passion for golf. Specializes in prospecting, analyzing sales potential, and delivering customized proposals.

QUALIFICATIONS

- BA with a minor in Business Administration
- Eagle Harbor Golf Club Member
- University of North Florida Alumni Association

EXPERIENCE

Down To Earth – Business Development - Golf	2023 – Present
Down To Earth, Jacksonville FL – Business Development – Maintenance	2021 - 2023
AgPro Companies – Middleburg, FL – Construction Sales Representative	2020 – 2021
Republic Services – Orlando, FL – Territory Manager	2019 – 2020
Waste Corporation of America – Gainesville, FL – Manager Trainee	2017 - 2019

MUNICIPAL COURSES MANAGED



Highland Park Golf Course

- c/o City of Cleveland Department of Public Works
- Time: 2020 – Current
- We offer full-service golf course maintenance for their 36-Hole Champion Course



Tarpon Springs Golf Course

- c/o City of Tarpon Springs
- Time: 2020 - Current
- We offer full-service golf course maintenance for their 18-Hole Golf Facility



The Wellman Club

- c/o City of Johnsonville
- Time: 2022 – Current
- We offer full-service golf course maintenance for their 18-Hole Champion Course



Twin Rivers Golf Club

- c/o City of Oviedo
- Time: 2017 - Current
- We offer full-service golf course management for their 318-Hole Golf Facility



Wekiva Golf Club

- c/o Parks and Recreation
- Time: 2022 - Current
- We offer full-service golf course management for their 18-Hole Champion Course

EXECUTIVE COURSES MANAGED



CHAMPIONSHIP COURSES MANAGED



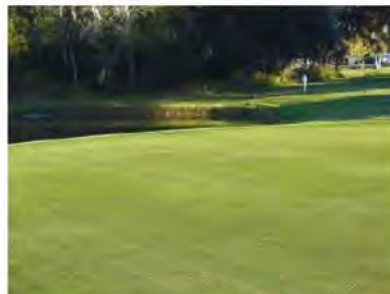
CALUSA LAKES GOLF CLUB

- 18-Hole Champion Course
- Venice, FL
- January 2020 - Present



CAPRI ISLES GOLF CLUB

- 18-Hole Champion Course
- Venice, FL
- January 2020 - Present



CONTINENTAL COUNTRY CLUB

- 18-Hole Champion Course
- Wildwood, FL
- April 2019 - Present

THE GROVES GOLF & COUNTRY CLUB

- 18-Hole Champion Course
- Land O' Lakes, FL
- September 2018 - Present

VI AT BENTLEY VILLAGE

- 18-Hole Champion Course
- Naples, FL
- January 2016 - Present

HACIENDA HILLS GOLF AND COUNTRY CLUB

- 27-Hole Champion Course
- The Villages, FL
- November 2014 - Present

HERITAGE PINES GOLF COURSE

- 18-Hole Champion Course
- Hudson, FL
- May 2018 - Present

KISSIMMEE BAY COUNTRY CLUB

- 18-Hole Champion Course
- Kissimmee, FL
- November 2017 - Present

LEGENDS GOLF & COUNTRY CLUB

- 18-Hole Champion Course
- Clermont, FL
- June 2020 - Present

WATERFORD GOLF CLUB

- 27-Hole Champion Course
- Venice, FL
- January 2020 - Present

PALMER LEGENDS COUNTRY CLUB

- 27-Hole Champion Course
- The Villages, FL
- November 2014 - Present

SUMMERGLEN GOLF CLUB

- 18-Hole Champion Course
- Ocala, FL
- May 2019 - Present

TIERRA DEL SOL GOLF COURSE

- 27-Hole Champion Course
- The Villages, FL
- November 2014 - Present

TWIN RIVERS GOLF CLUB

- 18-Hole Champion Course
- Oviedo, FL
- August 2017 - Present

APPROACH TO SERVICES

Down to Earth has been in business for more than 30 years, and we pride ourselves in providing our clients a superior service that enhances the beauty of their golf course. We understand the standards required for a course of this magnitude and stature, and the desire to stay rated as one of the top 25 municipal golf courses in the country. We value the work we perform and keeping our client happy with our services. We would do everything possible to make sure we far exceed your expectations.

There are many reasons Down To Earth should be your first choice for professional golf maintenance services. Our high standard and attention to detail will insure you are receiving the best services available. Our communication alone stands above the rest and provides you a sound and recorded report of all services rendered on your course. Our proactive/preventative approach provides you peace of mind that your agronomy needs are being managed properly. We worry about your golf course, so you don't have to! We currently have 76 superintendents on staff and maintain over 850 holes of golf, most of which are championship size and stature. We welcome you to review our workmanship at any of them. Because of our experience working for many large-scale courses and clubs, we feel turnover of Village of North Palm Beach would run smoothly and efficiently without compromise.

Along with our ability to maintain organization and efficiency of the maintenance crew on the golf course. We have created a course specific program for North Palm Beach Country Club. Along with following Best Management Practices, this program shows our expertise with Tiff Eagle and Latitude 36 Turf. Weather conditions and other factors may force us to deviate from this templated program specific to NPBCC, but with recommended fertilization program along with proper irrigation monitoring and mowing schedules, we will be able to keep North Palm Beach Country Club as one of the top municipal courses in the country. Please review our current courses that we have experience with Latitude 36.

Golf Courses Managed with Latitude 36

- **Dunedin Country Club**
- **Highlands Reserve**
- **Mayfair Country Club**
- **The Groves**

Exhibit "A"

Service Agreement Specifications

Between **Down to Earth ("DTE")** and The Village of North Palm Beach the services to be performed hereunder for the Monthly Fee are set forth below. Any work performed in addition to these services will be separately invoiced as provided in this Agreement.

GOLF COURSE MAINTENANCE PROGRAM

I. Putting Green Maintenance:

Mowing / Rolling

All greens will be mowed and or rolled a total of seven (7) days per week. Height of cut will be .125" to .140" but, may be modified from time to time as deemed necessary by the golf course superintendent in conjunction with the General Manager. The practice of alternating mowing patterns will need to be followed.

Collars and approaches will be mowed up to three (3) times per week. During dormancy periods this may be less but must not appear un-maintained at any time.

Aerification

Aerification will be done a minimum of (2-3) times per growing season. The type of aerification such as deep tine, hollow tine or venting may be determined by the Golf Course Superintendent in conjunction with the General Manager. Aerification will be done with a minimum of interference to play.

Verticutting and Grooming

Vertical cutting to be done as needed up to once per week and should complement each aerification and topdressing. Grooming or brushing may also be done at this time.

Topdressing

Following all aerifications, an approved topdressing material, similar to the greens construction sand, shall be applied and brushed into the turf. This application should be done with an approved topdressing spreader. Spot topdressing may be applied as needed to repair damage from ball marks and other damage. Light topdressings may also be done in conjunction with the verticutting process.

Fertilization

Under normal conditions a minimum, 10# N, 16# K and 3# P should be applied per one thousand (1000) square feet. Adjustments will be made based on bi-annual soil nutrient level testing and growing conditions at the time of treatment. A variety of proven effective granular slow release type and foliar type products may be applied.

Weed Control

Post-emergent weed control will be an on-going daily effort and will be distributed in the most efficient manner possible based on course conditions.

Insect and Disease Control

Applications of pesticides must be carried out on a preventative basis for mole cricket control. During months known for high disease pressure a preventative pest program must be in place for other known pests. During low pressure months, a curative or "as needed" application approach may be utilized for pest control. At additional cost, DTE will provide Curfew that will be injected into all putting surfaces, greens surrounds, fairways and tee boxes one (1) time per year. DTE reserves the right to use other approved products for Nematode control if they become available.

Overseeding

Pigments will be used in lieu of overseed.

II. Tee Maintenance:

Mowing

All tee boxes should be mowed up to (3) times per week.
During periods of slow growth, it may be less but at no time should they appear un-maintained. Height of cut should be between .500" and .750".

Aerification

All teeing areas, including practice areas, will be aerified and verticut a minimum of three (3) times per growing season. Spot aerification may also be needed for trouble areas. All aerifications will be done with a minimum of interference to play.

Topdressing

Topdressing will be done in conjunction with each aerification.
Topdressing will be done after overseeding.
Spot topdressing will be done on a weekly basis to repair divot damage.

Fertilization

Types of material will be determined from results based on bi-annual soil nutrient level testing and growing conditions at the time of treatment.
Under normal conditions, 10# N, 8# K and 2# P should be applied per one thousand (1,000) square feet.
A variety of proven effective granular slow release type and foliar type products may be used.

Weed Control

DTE shall use both post-emergent and pre-emerge chemical applications. Post-emergent weed control will be an on-going daily effort and will be distributed in the most efficient manner possible based on course conditions.

Insect and Disease Control

Applications of pesticides must be carried out on a preventative basis for mole cricket control. During months known for high disease pressure a preventative pest program must be in place for other known pests. During low pressure months, a curative or "as needed" application approach may be utilized for pest control.

At additional cost, DTE will provide a proposal to apply Curfew that will be into all putting surfaces, greens surrounds, fairways and tee boxes one (1) time per year. DTE reserves the right to use other approved products for Nematode control if they become available.

Overseeding

Pigments may be used in lieu of overseed. All areas to be overseeded will be prepared for seeding to ensure the best possible conditions for overseeding. Perennial Ryegrass will be used at a rate of not less than 8 # per thousand (1,000) square feet.

Litter Control

Policing shall be done on a daily basis for the removal of all litter (i.e.: paper, leaves, cans, bottles, tree branches, etc.)

III. Fairway Maintenance:

Mowing

All fairways should be mowed up to three (3) times per week.

During periods of slow growth, it may be less but at no time should they appear un-maintained.

Height of cut should vary from .600" to .400" as growing and playing conditions dictate. Alternating mowing patterns are to be followed.

Aerification

All fairways should be aerified a minimum of two (2) times per growing season, more often if necessary. Spot aerification may also be required to relieve compaction.

Fertilization

Types of material will be determined from results based on bi-annual soil nutrient level testing and growing conditions at the time of treatment. Under normal conditions up to

eight (8) pounds of Nitrogen per one thousand (1,000) square feet may be applied annually. Soil testing will be done twice per year.

Weed Control

DTE shall use both post-emergent and pre-emerge chemical applications. Post-emergent weed control will be an on-going daily effort and will be distributed in the most efficient manner possible based on course conditions.

Insect Control

Applications of pesticides must be carried out on a preventative basis for mole cricket control. During months known for high disease pressure a preventative pest program must be in place for other known pests. During low pressure months, a curative or "as needed" application approach may be utilized for pest control.

At additional cost, DTE will provide Curfew that will be injected into all putting surfaces, greens surrounds, fairways and tee boxes one (1) time per year. DTE reserves the right to use other approved products for Nematode control if they become available.

Litter Control

Policing shall be done on a daily basis for the removal of all litter (i.e.: paper, leaves, cans, bottles, tree branches, etc.)

Overseeding

Pigments will be used in lieu of overseed.

IV. Rough Maintenance:

Mowing

All roughs, including green slopes, bunker faces, and tee surrounds, will be continuously mowed during active growth periods to insure frequency of at least one complete mowing per week and trimmed as needed to maintain 1.5" to 2" cutting height on the Latitude 36 and the natural and informal roughs (adjacent to homeowners) will be maintained to a 3" to 4" height.

Roughs (Bermuda grass) shall be aerified a minimum of two (2) times per growing season and as required to relieve compaction and promote recovery from wear.

Fertilization

Types of material will be determined from results based on bi-annual soil nutrient level testing and growing conditions at the time of treatment. Under normal conditions up to eight (8) pounds of Nitrogen per one thousand (1,000) square feet may be applied annually. Soil testing will be done twice per year.

Weed Control

DTE shall use both post-emergent and pre-emerge chemical applications. Post-emergent weed control will be an on-going daily effort and will be distributed in the most efficient manner possible based on course conditions.

Insect Control

Applications of pesticides must be carried out on a preventative basis for mole cricket control. During months known for high disease pressure a preventative pest program must be in place for other known pests. During low pressure months, a curative or "as needed" application approach may be utilized for pest control.

If required, at an additional cost to Customer, DTE will provide a proposal to apply Curfew in the rough. DTE reserves the right to use other approved products for Nematode control if they become available.

Litter Control

Policing shall be done on a daily basis for the removal of all litter (i.e.: paper, leaves, cans, bottles, tree branches, etc.)

V. Course Set-Up:

Cups

All cups will be changed up to seven (7) days per week. During this practice, an inspection of each putting surface will be made, and any ball marks or other damage will be repaired.

Teeing Ground

Tees shall be mowed a minimum of three times per week during active growing periods (never two days in a row unless extenuating circumstances. Mowing direction shall be changed as necessary to avoid excessive grain and puffiness.

Tees shall be verticut, core aerified, and top-dressed a minimum of three (3) times per growing season.

Tees shall be fertilized with appropriate types and rates of fertilizer to maintain a steady, healthy growth rate and recovery from wear and divots.

Tees shall be irrigated so as to not become excessively dry or wet, and should produce solid footing at all times.

Any turf damage, excessive wear from golfers or maintenance equipment, and divot taking should be repaired in a timely manner and as needed to present a full turf cover. Divots shall be filled in by hand topdressing as needed on a daily basis.

Trash containers should be emptied prior to the beginning of the days play and as often as needed thereafter.

Tee towels will be changed out weekly.

Ball washers will be filled as needed.

VI. Bunker Maintenance:

Raking

All bunkers are to be raked every day or as needed to produce good playing conditions. Raking shall be accomplished with a power-driven bunker rake machine on the floors of the larger bunkers and with hand raking performed on the edges and in the smaller bunkers.

All sand bunkers shall be hand edged and trimmed as needed to maintain design contours and prevent encroachment of grass into the sand cavity. Bermuda grass faces shall be maintained to a maximum of 2".

Re-sanding of bunkers shall be completed as needed when base material shows through finish layer or the bunker floor becomes deeper than the design intent. Bunkers faces and floors shall be clean of rocks, trash, debris, weeds and grass clippings at all times.

Edging

Bunker edging will be done once (1) per month.

Any breakdown of bunker edges due to traffic, maintenance, or weather must be repaired as it happens to restore it to original condition.

Weed Control

Proven, effective Herbicides may be used as needed. Manual removal may also be required. **Litter Control**

Policing shall be done daily for the removal of all litter (i.e.: paper, leaves, cans, bottles, tree branches, etc.)

VII. Tree and Shrub Maintenance:

Pruning

All low hanging tree branches that present a hazard to golf cart traffic or people will be removed as required. Trees under the twelve (12) foot limitation that are in the playable areas of the golf course will be pruned one (1) time per year.

All sabal palms on golf course and clubhouse grounds shall be trimmed up and booted at 45 degrees. All debris shall be hauled off site. All large scrub oaks shall be pruned of heavy excess growth as needed to ensure survival.

Mulch

Pine straw shall be fluffed and or added to as necessary to enhance moisture holding capability and a neat, clean appearance. Care should be taken during installing so as to not cover landscape lighting, valves, junction boxes or other structures and components. Up to 1500 bales/year will be included. All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground. In the event Customer chooses to purchase additional mulching services, DTE shall provide all labor and materials necessary to perform this work, at the following price:

Mulch material shall consist of a premium grade of Pine Bark Nuggets or Cypress Mulch. Owner must first approve all mulch operations.

VIII. Irrigation System Maintenance:

Scheduling

Watering will be scheduled by the Golf Course Superintendent in quantities and frequencies that are consistent with seasonal requirements. The majority of course watering will be done at night to limit the interference with play, however, hand watering and syringing may be done as needed in order to preserve and protect the grass. DTE will be responsible for monitoring water consumption to ensure adequate, but not excessive, water use.

Inspection

Irrigation coverage will be checked daily and adjusted where necessary.

Repairs

DTE will be responsible for all repairs, including parts and labor, to the irrigation systems up to \$9,000 annually. Additional repairs are to be brought to the attention of the General Manager for consideration. Customer is solely responsible for any costs associated with the pump station. Any costs associated with effluent water is to be paid by Customer. Utilities to pump house are not included in this agreement.

Damage

Any damage caused to the course by DTE equipment or carelessness will be repaired without charge to the client. Repairs should be made within 24 hours where practical.

IX. Equipment Maintenance:

DTE will maintain all equipment and tools necessary to perform to the specifications of this contract. DTE will maintain all equipment and tools in accordance with manufacturer's recommendations. DTE will be responsible for providing gas and oil.

X. Drainage Maintenance:

French Drains

All drains shall be checked on a routine basis for correct operation. Additional drainage is available at an additional cost to Customer.

XI. Cart Path Maintenance:

Litter Control

All cart path surfaces will be kept free of all sand, debris, and grass clippings on a daily basis.

Edging

All cart paths will be edged on as needed basis to produce a neat, clean appearance at all times.

Washed out areas

All washed out areas adjoining the cart paths will be filled on an "as needed" basis, after heavy rains, etc. for the safety of our employees and guests.

XII. Lake Banks and Ditches Maintenance:

Slopes and Banks Maintenance

Slopes and banks will be mowed as needed for playability and aesthetics.

Litter Control

These areas will be inspected on a daily basis and debris removed.

XIII. Miscellaneous:

Weekend and Holiday Schedule

Greens will be mowed, and all course set up will be done.

Practice Areas

Driving range will be mowed three (3) times per week during growing season. Mowing and all other maintenance practices will be done as needed in conjunction with other like areas of maintenance around the course.

Materials

All maintenance materials will be supplied by DTE and will conform to specific specifications. These supplies and materials will include: All necessary top dressing, seed, fertilizers, fungicides, fuel, insecticides, and herbicides. Putting green cups and flags will be purchased one (1) time per year by DTE. Rakes, tee markers and hazard stakes are the sole responsibility of the Customer.

FALL & WINTER GREENS PROGRAM

Date	Product	Rate/1000ft	FRAC CODE
October 3, 2024	Secure Action	0.5 oz	29,P1
	K Phosphite	3 oz	
October 17, 2024	Daconil Action	3.5 oz	M5, P1
	Heritage Action	.4 oz	11, P1
October 31, 2024	Signature Xtra	4 oz	P07
	Interface Stressguard	4 oz	2,11
November 7, 2024	Secure Action	0.5 oz	29,P1
	K Phosphite	3 oz	
November 21, 2024	Signature Xtra	4 oz	P07
	Fore	6 oz	M3
December 5, 2024	Daconil Action	3.5 oz	M5, P1
	Subdue Maxx	1 oz	4
December 19, 2024	Interface Stressguard	4 oz	2,11
	Signature Xtra	4 oz	P07
January 2, 2025	Secure Action	0.5 oz	29,P1
	K Phosphite	3 oz	
January 16, 2025	Daconil Action	3.5 oz	M5,P1
	Subdue Maxx	1 oz	4
January 30, 2025	Signature Xtra	4 oz	P07
	Fore	6 oz	M3
February 13, 2025	Daconil Action	3.5 oz	M5,P1
	Heritage Action	.4 oz	11,P1
February 27, 2025	Mirage	1 oz	3
March 13, 2025	Secure Action	.5 oz	29,P1
	K Phosphite	3 oz	
March 27, 2025	Mirage	1 oz	3

SPRING & SUMMER GREENS PROGRAM

Date	Product	Rate/1000ft	Frac Codes
April 10, 2025	Exteris	6.2 oz	7,11
April 17, 2025	Exteris	6.2 oz	7,11
April 24, 2025	Desnicor	.196 oz	3
May 8, 2025	Daconil Action	3.5 oz	M5, P1
May 22, 2025	Densicor	0.196 oz	3
June 5, 2025	Lexicon	.47 oz	7,11
June 19, 2025	Briskway	.7 oz	3,11
	Divanem	.28 oz	6
July 3, 2025	Banol	2 oz	
	Signature Xtra	2 oz	P07
July 17, 2025	Densicor	.196 oz	3
	Divanem	.28 oz	6
July 31, 2025	Banol	2 oz	
	Signature Xtra	2 oz	33
August 14, 2025	Briskway	.7 oz	3,11
August 28, 2025	Daconil Action	3.5 oz	M5,P1
September 11, 2025	Secure Action	.5 oz	29,P1
	K Phosphite	3 oz	
September 25,2025	Indemnify	.39 oz	7

PRE-EMERGENT PROGRAM

Tees

Feb-Mar	Ronstar
April- May	Ronstar
July	Ronstar

Fairways

February/March	Ronstar	
April/May	Ronstar	
July	Specticle	4 oz/A
September	Specticle	3oz/A
November	Specticle	3oz/A

Rough

February/March	Resolute	
May	Specticle	4oz/A
July	Specticle	3oz/A
September	Specticle	3oz/A
November	Specticle	3oz/A

MOLE CRICKETS PROGRAM

Tees

April/May	Provaunt	12oz/A
June/July	Triple Crown	35oz/A

Fairways

April/May	Provaunt	12oz/A
June/July	Triple Crown	35oz/A

Rough

May	Triple Crown	35oz/A
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ANNUAL FEE BREAKDOWN

Daily and Weekly Tasks	# of Employees	Days Per Week	Hours Per Person Per Task	Total Hours per week	Hours Per Month	Hours Per Year	FTE
Course Set Up	2	7	4	56	242.7	2,912.0	1.4
Mow Greens	2	7	4	56	242.7	2,912.0	1.4
Raking Bunkers	4	7	3	84	364.0	4,368.0	2.1
Raking retentions	0	1	4	0	-	-	-
Mow Tees,Collars,Approaches	2	3	5	30	130.0	1,560.0	0.8
Mow Fairways	2	3	5	30	130.0	1,560.0	0.8
Mow Rough	3	4	4	48	208.0	2,496.0	1.2
Flymo Bunkers	2	1	4	8	34.7	416.0	0.2
Detail (Weedeat)	1	5	4	20	86.7	1,040.0	0.5
Hand watering greens	1	5	6	30	130.0	1,560.0	0.8
Repair Divots	2	3	4	24	104.0	1,248.0	0.6
Edging Irrigation sprinklers	1	2	4	8	34.7	416.0	0.2
Cart Path Maintenance	1	4	4	16	69.3	832.0	0.4
Edging bunkers	2	1	2	4	17.3	208.0	0.1
Retention Bank Detail	2	2	6	24	104.0	1,248.0	0.6
Misc. projects	1	5	8	40	173.3	2,080.0	1.0
Irrigation repair	1	7	8	56	242.7	2,912.0	1.4
Spray + Fertilize	1	7	8	56	242.7	2,912.0	1.4
Rolling greens	1	2	4	8	34.7	416.0	0.2
Total				598	2,591.3	31,096.0	15.0

Grand Total	15.0
Assistant Super	1.0
Superintendent	1.0
Mechanic	1.0
Total	18.0

a. Labor costs	\$ 740,600.00
b. Supply Costs	\$ 147,200.00
c. Repair and maintenance costs	\$ 50,300.00
d. Operation expenses (equipment, overhead, etc.)	\$ 218,700.00
e. Management fees	\$ 108,000.00
Total	\$ 1,264,800.00

Villages Direct Purchase Program

We acknowledge and accept the Villages direct purchase program option which is outlined in the scope of work.



North Palm Beach Country Club Equipment List

Description	Quantity
Toro Greensmaster 3150Q GreensMower (Model #4358) (3) 11 Blade Cutting Unit Narrow Wiehle Roller - Set of 3 Light Kit	3
Toro Greensmaster 3150Q T Mower (Model #4358) (3) 8 Blade Cutting Unit Wide Wiehle Roller - Set of 3 High HOC Kit **PP Light Kit	3
Toro Thatching Reel Kit (Model #04358) Full Roller - Set of 3 Full Roller Scraper ASM 21 " Rear Roller Scraper Kit Thatching Reel	1
Toro Reelmaster 5510 (Model #03607) (5) 11 Blade FSR DPA Cutting Unit 7" Weight for CUs w/o Attachments Set of 5 Universal Sunshade (White)	2
Toro Reelmaster 5510 Verti-cutter (Model #03607 .ACC) (S) 22" Verticutter	1
Toro Groundsmaster 3500 (Model #30807) Bimini Canvas Shade Work Light Kit	1
Toro Groundsmaster 4300 (Model #30864) Universal Sunshade (White)	1

Toro Workman HDX with high flow hydraulics	2
Toro Workman MD (Model #07369)	8
Toro Sand Pro 3040 (Model #08703) Manual Blade (40") Tooth Rake Light Kit	4
Toro Multi Pro 1750 (Model #4188) Clean Rinse Kit- MP1750 Electric Hose Reel Kit- MP1750 KZ Valve Foam Marker Kit- Multi Pro Sprayers Foam Marker Finish Kit, MP1750 Single Nozzle Kit - For All Multi Pro Sprayers Pump Head Kit	2
Toro Pro Force Debris Blower (Model #44552)	2
Golf-Lift 1800	1
Salsco 13 Hp HP-11	2
Trimax Snake Series 2 Brush Mower	1

Reel grinder	1
Bed knife grinder	1
Kubota Tractor 46 hp 4wd with Bucket, Forks, Loader	1
ProPass 200 Base (Model #44701) ProPass Tow Chassis and Fender Kit ProPass Hydraulic Power Pack	1
Lely	1
Greens Groomer Brush	1
QAS Spiker	1

Pro core 648 (Model #09200) (3) Mini-Tine Head Set 2 rows of 15 5-Tine (Long) Turf Guard **PP (2) 5-Tine (Short) Turf Guard **PP (3) 4-Tine ¾" Headset 4-Tine (Long) Turf Guard **PP (2) 4-Tine (Short) Turf Guard * * PP (60) Solid Tine (AS3-550-25) **PP (24) Side Eject Tine (AE6-650-5) ** PP Rear Roller Kit	1
Toro 26.5 Kohler 72" deck Z-Turn	1
John Deere 60" Commercial Mower	1
Stihl Edgers	4
Stihl Weeders	4
Stihl Backpack Blowers	4
Stihl Short Trimmers	2

Stihl Long Trimmers	1
Dump Trailer	1
14' Open Trailer	1
*Misc. Small Hand Tools	Pruners/chain saws/shovels/etc.

PROPOSAL PRICING AND BID FORMS

PREPARED FOR THE VILLAGE OF NORTH PALM BEACH



**BASED ON OUR DISCUSSIONS AND ASSESSMENT OF YOUR PROPERTY,
PLEASE SEE THE PROPOSED SERVICES AND PRICES, WE CAN PROVIDE
YOU TO BEST SERVE YOUR PROPERTY.**



Village of North Palm Beach
Country Club Golf Department

"The Best Place to Live (and Play) Under the Sun"

RFP 2023-101
Golf Course Maintenance Service
Addendum

No. 1

December 6, 2023

PROPOSAL SUBMITTAL DUE: 10:00 A.M. Local Time, December 20, 2023

Question 1: Are the greens currently being walk-mowed or triplex mowed?

Response 1: Greens are triplex mowed

Question 2: Have recent soil tests been taken and if so, can they be provided to assist in making up the agronomic plan?

Response 2: We do not have copies of soil tests as they have been conducted by our present provider

Question 3: How many times per year are the Sabal Palms trimmed? Is there a count of the trees available?

Response 3: Sabal Palms are trimmed annually and we have approximately 900 Sabals

Question 4: In the RFP regarding the Village Direct purchasing, how often was that used during the last 12 months?

Response 4: One time

Question 5: Who pays for the additional coquina each year and how often are these areas refreshed?

Response 5: The Village of North Palm Beach has purchased the coquina but does not pay for the labor

Question 6: Native area plants such as cord grass, are these cut back annually and is it ok to leave the trimmed debris in the native beds?

Response 6: Yes

Question 7: Who pays for utilities at pump station and maintenance shop?

Response 7: The Village of North Palm Beach

Question 8: Who pays for the chlorine injections system and chlorine?

Response 8: The Village installed the system and it is maintained and supplied by the Golf Course Contractor

PROPOSER'S ACKNOWLEDGMENT AND PROPOSAL FORM

Request for Proposals for Golf Course Maintenance Services

SSS DOWN TO EARTH OPCO LLC

Proposer's Name: _____

(Please specify if a corporation, partnership, other entity or individual)

38-4006336

Fed. ID# or SSN: _____

2701 MAITLAND CENTER PARKWAY-SUITE 200

Address: _____

321.263.2700

N/A

Telephone No.: _____ Fax Number: _____

TOM.LAZZARO@DOWN2EARTHINC.COM

E-Mail: _____

TOM LAZZARO

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

TOM LAZZARO

12/13/2023

Date

CHIEF EXECUTIVE OFFICER

Name: _____

Position: _____

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

SSS DOWN TO EARTH OPCO LLC

_____ (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): _____ SCC131152593.

Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum on an **annual** basis:

ONE MILLION, TWO HUNDRED SIXTY FOUR THOUSAND, AND EIGHT HUNDRED DOLLARS

Written Dollar Amount

\$1,264,800.00

(\$ _____)

Additional Information for RFP Proposal (Use Additional Sheets if necessary)

- 08/19/2016
1. Year of Incorporation: _____
2. Where was Company Incorporated: OHIO
3. Number of years engaged in business under the present name: 7
4. General character of work performed by you or your company:
EXPERIENCED GOLF COURSE MAINTENANCE AND AGRONOMY
GOLF COURSE CONSTRUCTION
LANDSCAPE AND IRRIGATION MAINTENANCE
5. Please attach evidence of possession of required licenses and/or business permits.
6. Number of employees: 1,400+
7. Please attach resumes or background and experience information of principal members of your company including personnel providing services to the Village.
8. Bonding capacity: \$5,000,000+
9. Have you ever defaulted on a contract? NO If yes, please attach additional information explaining where and why?
10. Please list information on you or your company's experience in performance of work similar to that requested in the RFP:

Project	\$ Value	Contact Name	Phone #
<u>PALMER LEGENDS GOLF CLUB</u>	<u>\$1,455,804.00</u>	<u>MARK VERKEY</u>	<u>321.689.0944</u>
<u>MALLORY HILL COUNTRY CLUB</u>	<u>\$1,358,635.92</u>	<u>BRADY GODFREY</u>	<u>352.408.6977</u>
<u>HACIENDA HILLS GOLF AND COUNTRY CLUB</u>	<u>\$1,146,248.00</u>	<u>KEVIN SACKVILLE</u>	<u>207.318.2654</u>
<u>KISSIMMEE BAY AND REMINGTON</u>	<u>\$1,024,107.44</u>	<u>CHI PING</u>	<u>407.348.4653</u>

11. Please attach additional information on any current contracts you or your firm currently has for work similar to that requested in the RFP (if different from above), who the contract is with, and a contact name and number.
12. Please attach information on all lawsuits (related to similar projects) or arbitrations to which you have been a party and which arose from performance issues occurring within the last 4 years. Please provide case number and style of said lawsuits.

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
12/13/2023

Date

**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 TOM LAZZARO-CHIEF EXECUTIVE OFFICER
(print individual's name and title)
for SSS DOWN TO EARTH OPCO LLC
(print name of entity submitting sworn statement)

whose business address is 2701 MAITLAND CENTER PARKWAY - SUITE 200, MAITLAND, FL 32751

and (if applicable) its Federal Employer Identification Number (FEIN) is: 38-4006336

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

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

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

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

a. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal

power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

☒ 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.

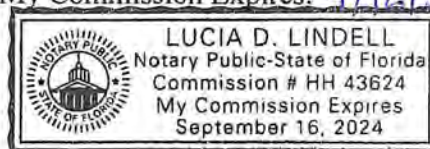
_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

Tom Lazzaro
(Signature)

The foregoing document was sworn and subscribed before me this 13TH day of DECEMBER, 2023 by TOM LAZZARO - CEO, who is personally known to me or produced _____ as identification.

Lucia D. Lindell
Notary Public
My Commission Expires: 9/16/2024



**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

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

by TOM LAZZARO-CHIEF EXECUTIVE OFFICER
(print individual's name and title)
for SSS DOWN TO EARTH OPCO LLC
(print name of entity submitting sworn statement)

whose business address is 2701 MAITLAND CENTER PARKWAY -SUITE 200, MAITLAND, FL 32751

and (if applicable) its Federal Employer Identification Number (FEIN) is: 38-4006336

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

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

- A. Does not participate in the boycott of Israel; and
- B. Is not on the Scrutinized Companies that Boycott Israel List.

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

- A. Is not on the Scrutinized Companies with Activities in Sudan List; and
- B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- C. Has not engaged in business operations in Cuba or Syria.

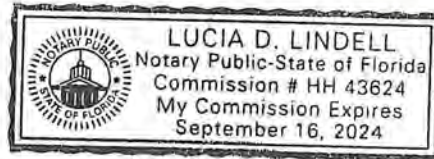
Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created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

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

Tom Lazzaro
(Signature)

The foregoing document was sworn and subscribed before me this 13TH day of DECEMBER, 2023 by TOM LAZZARO - CEO, who is personally known to me or produced as identification.

Lucia D. Lindell
Notary Public
My Commission Expires: 9/16/2024



CONTRACT

This Contract is made as of the _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and _____, a _____ corporation or partnership authorized to do business in the State of Florida, hereinafter referred to as CONTRACTOR, whose Federal I.D. is _____.

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 the Request for Proposals for **Golf Course Maintenance Services** ("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.

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 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

A. This Contract shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Article 8. This Contract shall automatically extend for two (2) additional one (1) year terms unless either party notifies the other party at least ninety (90) days prior to the end of the initial term or the first renewal term that it does not desire to have the Contract automatically extended.

B. 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.

ARTICLE 3. VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Village Director of Golf/Head Golf Professional. The Village Manager and or the General Manger of the Country Club 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. Generally - The VILLAGE agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by 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 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, 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.

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 eligible to work in the United States, 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. 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 term of this Contract, commercial general liability, including contractual liability insurance, in the amount of \$1,000,000 per occurrence or \$2,000,000 in aggregate to protect the selected respondent 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 a resulting contract, whether such operations be performed by the selected respondent or by anyone directly employed by or contracting with the selected respondent.

C. CONTRACTOR shall maintain, during the term 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 as an **"Additional Insured"**.

ARTICLE 8. TERMINATION

This Contract may be cancelled by 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 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. 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.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. FEDERAL AND STATE TAX

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

B. The VILLAGE reserve the right to purchase goods, materials and equipment through the direct purchase option outlined in the RFP, which is incorporated herein by reference. CONTRACTOR agrees that the amount of the compensation shall be reduced by the cost paid by the Village for the goods, materials, or equipment and the sales tax saved by the VILLAGE directly purchasing such items. Adjustment in compensation pursuant to this section shall not require and written amendment of this Contract.

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 a trial by jury** with respect to any litigation arising out of or in

connection with this Contract.

ARTICLE 12. EXCUSABLE DELAYS

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 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 CONTRACTOR'S request, the VILLAGE shall consider the facts and extent of any failure to perform the work and, if 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 13. INDEPENDENT CONTRACTOR RELATIONSHIP

A. 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 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, and in all respects 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. 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 Contract.

ARTICLE 14. 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 15. ENFORCEMENT COSTS

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

ARTICLE 16. AUTHORITY TO CONDUCT BUSINESS

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 17. SEVERABILITY

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

ARTICLE 18. PUBLIC ENTITY CRIMES

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

ARTICLE 19. 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 CONTRACTOR of the VILLAGE's notification of a contemplated change, CONTRACTOR 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 CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

B. If the VILLAGE so instructs in writing, CONTRACTOR 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 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 of North Palm Beach.

ARTICLE 20. NOTICE

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

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

and if sent to CONTRACTOR shall be mailed to:

ARTICLE 21. 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 in accordance with Article 17- Modifications of Work.

ARTICLE 22. PROTECTION OF WORK AND PROPERTY

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

ARTICLE 23. 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 24. PREPARATION

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

ARTICLE 25. MATERIALITY

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

at its option and without notice terminate this Contract.

ARTICLE 26. 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 27. 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 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 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 28. 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 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 29. LEGAL EFFECT

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

ARTICLE 30. REPRESENTATIONS/BINDING AUTHORITY

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

ARTICLE 31. 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 32. 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 33. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO 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 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 34. 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 Statutes, 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.

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

CONTRACTOR:

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: _____
LEONARD G. RUBIN,
VILLAGE ATTORNEY

LICENCES, CERTIFICATIONS, & INSURANCE BONDING



- BMP Certified– Florida Green Industries
- Florida Department of Agriculture and Consumer Services, Certificate of Nursery Registration
- Florida Department of Agriculture and Consumer Services Certified Pest Control Operator
- Florida Department of Agriculture and Consumer Services Registered Pest Control Firm for Down to Earth Lawn Care
- Florida Department of Agriculture and Consumer Services, License as Dealer in Agriculture Products
- Florida Department of Environmental Protection
- Florida Irrigation Society, Completion Irrigation Auditing Training Course
- Florida Nursery, Growers and Landscape Association (FNGLA) – Certified Horticulture Professional (FCHP)
- FNGLA Certified Horticulturalists Florida Nursery, Growers and Landscape Association (FNGLA) – Florida Certified Landscape Contractor (FCLC)
- International Society of Arboriculture (ISA), Certified Arborist
- Irrigation Association (CLIA) Certified Landscape Irrigation Auditor
- John Deere Green Tech, Completion Rain Master Eagle iCentral Control System
- Paige Irrigation, Certificate of Completion – Irrigation Wires & Cables and Proper Splicing Methods
- Professional Lawn Care Association of America, Certified Turfgrass Professional
- Rain Bird – Certified Maxicom Operator, Maxicom Software Level 1 and 2 , Maxicom Hardware Level 1 & 2

All certificates & licenses are available upon request.

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Baldwin Krystyn Sherman Partners LLC 5218 Summerlin Commons Blvd. Ste 200 Fort Myers FL 33907		CONTACT NAME: Sarah Arizmendi PHONE (A/C, No, Ext): 239 790-0187 FAX (A/C, No): E-MAIL: Sarah.Arizmendi@bks-partners.com ADDRESS:	
INSURED SSS Down to Earth Opco, LLC dba Down to Earth 2701 Maitland Center Pkwy Suite 200 Maitland FL 32751		License#: L002281 SEASSER-01	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A: Pennsylvania Manufacturers' As 12262	
		INSURER B: Evanston Insurance Company 35378	
		INSURER C: SiriusPoint Specialty Insuranc 16820	
		INSURER D: Gemini Insurance Company 10833	
		INSURER E: CNA Insurance Co 35289	
		INSURER F: Manufacturers Alliance Insuran 38897	

COVERAGES **CERTIFICATE NUMBER:** 539562048 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SURR INSD VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JEOT <input type="checkbox"/> LOC OTHER:		3023751268333	2/28/2023	2/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea.occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
F	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1523811268333	2/28/2023	2/28/2024	COMBINED SINGLE LIMIT (Ea. accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		MKL7VEUL103440	2/28/2023	2/28/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	2023751268333	2/28/2023	2/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D E	Pollution Liability Professional Liability Inland Marine		CPLS00015133 VPPL017836 7018535549	2/28/2023 7/31/2022 2/28/2023	2/28/2024 7/31/2023 2/28/2024	\$1,000,000 Per Occur \$1,000,000 Leased/Rented Equip \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

*For Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

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W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. SSS Down To Earth Opco, LLC		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts not related outside the U.S.)</small>
	2 Business name/disregarded entity name, if different from above Down To Earth		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <u>P</u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ► _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 2701 Maitland Center Parkway, Suite 200		
	6 City, state, and ZIP code Maitland, FL 32751		Requester's name and address (optional)
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
OR								
Employer identification number								
3	8	-	4	0	0	6	3	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ► *Tom Jozzani*

Date ► 1/03/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form



An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

REQUESTED LICENSES & CERTIFICATES

 City of Maitland 1776 Independence Lane, Maitland, FL 32751 (407)539-6248		BUSINESS LICENSE CERTIFICATE Business Tax Receipt	
Business Name: SEASONS SERVICE SELECT LLC DBA: DOWN TO EARTH		Business Type(s): 561499 All Other Business Support Services	
Business Location: 2701 MAITLAND CENTER PKWY 200 MAITLAND, FL 32751		Mailing Address: 2701 MAITLAND CENTER PKWY #200 MAITLAND, FL 32751	
Owner:			
License Number: 13606		License Type: BTR	
Issued Date: 9/30/2023		Classification: Business Tax Receipt	
Expiration Date: 9/30/2024		Fees Paid: \$161.99	
Type Of Business: Landscape Services			
 NOT VALID UNLESS SIGNED BY CITY OFFICIAL			
<p>The person, firm, or corporation named above is hereby granted this receipt for fees paid to the City of Maitland for the business described above for the period indicated. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of law or ordinance. The City of Maitland does not guarantee the qualifications of the holder of this receipt.</p> <p style="text-align: center;">TO BE POSTED IN A CONSPICUOUS PLACE</p>			

<p>The mission of the Florida Nursery, Growers & Landscape Association is to promote and protect the interests of Florida's nursery and landscape industry.</p> <h2>Down To Earth Landscape & Irrigation</h2> <p>is a member of the</p> <h2>Florida Nursery, Grower & Landscape Association</h2> <p>through 6/30/2024</p>	
 A. Talmadge Coley, Chief Executive Officer	 FNGLA FLORIDA NURSERY, GROWERS AND LANDSCAPE ASSOCIATION Leading Florida's Green Industry
Member since 7/13/2017	



GV917082-1

Certificate #

GV917082

Trainee ID #



Certificate of Training Best Management Practices Florida Green Industries



The undersigned hereby acknowledges that

Thomas S Lazzaro

has successfully completed the Green Industries Best Management Practices Program
developed by the Florida Department of Environmental Protection with the
University of Florida Institute of Food and Agricultural Sciences.

Tom Wichman
GI-BMP Statewide Coordinator

T. Wichman

Instructor

6/13/2021

Date of Class

Esen Momol, Ph.D.
Director Florida-Friendly Landscaping™ Program

CERTIFICATE OF COMPLETION

This is to Certify that

Dave Cimini

Completed the Training and Testing Program on September 10, 2013

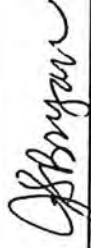
**Best Management Practices for the Enhancement of
Water Quality on Florida Golf Courses**

DEVELOPED BY THE FLORIDA GOLF COURSE SUPERINTENDENTS ASSOCIATION
WITH THE COOPERATION OF
THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



KEVIN SUNDERMAN, PRESIDENT





JENNIFER BRYAN, ASSOCIATION MANAGER

JENNIFER BRYAN, ASSOCIATION MANAGER





GV12167-1

Certificate #

GV12167

Trainee ID #

UF UNIVERSITY of
FLORIDA
IFAS Extension

Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

Travis C. Anderson

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Donald P. Rainey

Issuer

P. Hisey

Instructor

12/7/2010

Date of Class

Heather Ritchie

DEP Program Administrator

Not valid without seal

The University of Georgia

GEORGIA CENTER FOR CONTINUING EDUCATION

and the

PROFESSIONAL LAWN CARE ASSOCIATION OF AMERICA

hereby confer upon

Kris Chambrot

the title of

CERTIFIED TURFGRASS PROFESSIONAL

following successful completion, by examination, of the 120-hour course

PRINCIPLES OF TURFGRASS MANAGEMENT

August 10, 2004

Robert B. Lutter

Robert B. Lutter

Director

The University of Georgia Center for Continuing Education



Gary M. Clayton, CUP

Executive Vice President

Professional Lawn Care Association of America

Abraham Baldwin Agricultural College

A Unit of the University System of Georgia

Hereby Confers Upon

Travis Christopher Anderson

the degree of

Associate of Applied Science in Environmental Horticulture Technology

together with all the rights, privileges, and honors appertaining thereto in consideration of the satisfactory completion of the studies required by the faculty of the College for a major in

Golf Turf Management

In Witness Whereof, the seal of the College and the signatures of the duly authorized officers are hereto affixed.

Given at Tifton, Georgia, on this twenty-eighth day of July 2005.



Thomas B. Call

Chancellor

Interim President

Caroline S. Ffelms

Registrar

Vice President and Dean of Academic Affairs



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE IRRIGATION SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PARRISH, SHANE

DOWN TO EARTH

27185 COUNTY ROAD 448A

MOUNT DORA FL 32757

LICENSE NUMBER: SCC131152593

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



This is to Certify that

Shane Parrish

Has completed the requirements of the Rain Bird Factory Trained Program and has received the designation of:

Maxicom Operator

Orlando, FL - June 09, 2021

20 CEU Hours

A handwritten signature in black ink, appearing to read "Robert Pfeil", is written over a horizontal line.

Designation Expiration 6/9/2024

Robert Pfeil, Marketing Group Manager – Services, Rain Bird International, Inc. - Services Division

Student ID 1696585



LICENSES & CERTIFICATIONS

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

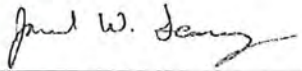
The undersigned hereby acknowledges that

Keith O'Neil


has successfully met all requirements necessary to be fully qualified
through the Florida Department of Environmental Protection Stormwater
Erosion and Sedimentation Control Inspector Training Program

04/08/2021

Inspector Number 47533



Jared Searcy
Statewide Training Coordinator



Kevin Coyne
WQRP Program Administrator



This Certifies that
KEITH O'NEILL

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 04/15/2025
Instructor: Ryan Murray

Certificate # 72583
FDOT Provider # 225

U.S. Safety Alliance, LLC
Phone: 904-705-5660
Approved MOT Provider
, USA
www.USSafetyAlliance.com
ryan@ussafetyalliance.com

**US SAFETY
ALLIANCE**

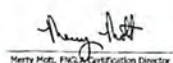


The Florida Nursery, Growers & Landscape Association
Confers on

Keith O'Neil
T9351477

The Title of
FNGLA Certified Landscape Technician (FCLT)

Expiration Date: 05/31/2024
Certified Since: 6/4/2021


Martin Hackney, FNGLA President
Kerry Pitts, FNGLA Certification Director



THANK YOU!

WE APPRECIATE THE OPPORTUNITY TO PARTNER WITH
YOU AND THE VILLAGE OF NORTH PALM BEACH



Down To Earth Landscape & Irrigation
2701 Maitland Center Parkway
Suite 200
(321) 263-2700
dtelandscape.com

**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: March 14, 2024

SUBJECT: **RESOLUTION – Approval of Florida Department of Transportation (FDOT) State-Funded Grant Agreement for Design of the Lighthouse Bridge Replacement.**

The Lighthouse Bridge was constructed in 1958 and needs to be reconstructed as it is nearing the end of its service life.

The bridge has been designated as “functionally obsolete” by the Florida Department of Transportation (FDOT), given that it does not adequately accommodate pedestrians and bicyclists, and has limited load bearing capacity. In addition, it possesses a sufficiency rating of 27.2 following the most recent FDOT bridge inspection. Bridges with sufficiency ratings below 50 are generally considered strong candidates for full replacement according to the Federal Highway Administration (FHWA).

To assist with bridge design efforts, the Village of North Palm Beach was selected to receive reimbursable grant funds from the Florida Department of Transportation (FDOT), in the amount of \$270,000.00, to be used specifically towards the design of the Lighthouse Bridge Replacement. The \$270,000 in required matching funds will be expended from the Infrastructure Surtax Fund.

Execution of this Agreement on behalf of the Village of North Palm Beach allows for the following benefits to be achieved for the bridge replacement:

- **Improved Infrastructure:** The Lighthouse Bridge is a critical transportation link in the Village. By securing grant funding, the Village can ensure a well-designed and structurally sound bridge replacement, enhancing safety and connectivity for residents and visitors.
- **Financial Relief:** FDOT’s grant is anticipated to fund most of the bridge design cost, significantly reducing the financial burden of the Village. This allows the Village to allocate resources to other essential community projects.
- **Pedestrian Amenities:** Collaborating with FDOT enables the inclusion of pedestrian-friendly features in the bridge design. Lighting, hardscape features, and benches could be implemented to enhance the appearance and functionality of the bridge, making it more welcoming for pedestrians and bicyclists.
- **Community Enhancement:** The Lighthouse Bridge serves as the “front door” to the Village of North Palm Beach. A well-designed replacement contributes to the overall aesthetics of the area, creating a positive impression for residents and visitors alike.

In addition, the Agreement will allow FDOT to provide direction on critical bridge design components including bridge width, materials, vertical clearances, bridge loading, etc. In summary, accepting FDOT grant funding for the Lighthouse Bridge replacement aligns with the Village’s commitment to safety, aesthetics, and efficient transportation infrastructure.

Account Information: N/A - State Funded Reimbursable Grant

Recommendation:

Village Staff requests Council consideration and approval of the attached State-Funded Grant Agreement with the Florida Department of Transportation to receive \$270,000.00 in reimbursable grant funding towards the design of the Lighthouse Bridge replacement, with matching funds expended from the Infrastructure Surtax Fund, and authorizing the Village Manager to execute the Agreement

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN OF THE LIGHTHOUSE DRIVE BRIDGE REPLACEMENT AND AUTHORIZING EXECUTION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village was awarded a reimbursable grant from the Florida Department of Transportation (“FDOT”) in the amount of \$270,000 for the design of the Lighthouse Drive bridge replacement; and

WHEREAS, receipt of the grant funds requires the Village to execute a State-Funded Grant Agreement with FDOT; 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 “whereas” clauses are hereby adopted and incorporated herein.

Section 2. The Village Council hereby approves a State-Funded Grant Agreement with the Florida Department of Transportation for the reimbursement of \$270,000 in costs for the design of the Lighthouse Drive bridge replacement, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Agreement on behalf of the Village.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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PROGRAM MANAGEMENT
05/23

FPN: <u>453181-1-34-01</u>	Fund: <u>GR24</u> Org Code: <u>55043010404</u>	FLAIR Category: <u>088862</u> FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>93</u>	Contract No: _____	Vendor No: <u>F596017984001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Village of North Palm Beach,
("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

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

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - ☒ FY 2023/2024 General Appropriation Act (GAA) Line number 2042a , Local Transportation Project , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in The Design services of the Lighthouse Drive Bridge Replacement, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

- 4. Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
- 5. Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
- 6. Project Cost:**
 - a. The estimated cost of the Project is \$540,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$270,000.00 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

- ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

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PROGRAM MANAGEMENT
05/23

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"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 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 \$25,000 and which have a term for a period of more than 1 year."

- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not

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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

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financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and 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 contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g.** When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a.** In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c.** The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d.** By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e.** Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g.** The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h.** The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i.** 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. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j.** This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a.** **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b.** ☐ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

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- c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

*Exhibit C: Engineer's Certification of Compliance

Exhibit D: Recipient Resolution

Exhibit F: Contract Payment Requirements

*Exhibit H: Alternative Advance Payment Financial Provisions

Exhibit J: State Financial Assistance (Florida Single Audit Act)

*Exhibit K: Advance Project Reimbursement

*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

By: _____

Name: John P. Krane, P.E.

Title: Director of Transportation Development, District Four

Legal Review:

By: _____

Name: _____

Title: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 453181-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Village of North Palm Beach (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.080 Miles; BMP 0.920 to EMP 1.000

PROJECT DESCRIPTION: The Design of the existing Lighthouse Drive Bridge #936550 over North Palm Beach Waterway. Preparation of Plans, specifications, and estimate (PS&E) package including construction contract documents if applicable.

The Recipient shall provide completed signed and sealed plans, including but not necessarily limited to roadway and signing and marking plans.

Project plans shall be produced in accordance with the design criteria and standards for Class C projects. For structural components, the current editions of the standard indexes, FDOT Design Manual and Standard Specifications for Road and Bridge Construction, are required as well as any other applicable Department manual/guideline/ standard. For all other components, plans shall be produced to Florida Greenbook Standards. For Materials testing, the Recipient is required to use the Samples Testing and Reporting Guide, and the FDOT Materials Manual; for all other components use Local Agency materials testing process. The Project shall be certified to be in conformance with the approved plans and specifications by a responsible Project Engineer. FDOT prequalified consultant and contractors are required.

The recipient shall be responsible for coordinating, preparing, and holding all Project public involvement meetings as required per the Department's guidelines and procedures.

The Recipient must submit the following documents for the Departments review with the Final bid submittal:

- a) Copies of all permits from applicable agencies
- b) Copies of signed acceptances from the local maintaining agency/Village roadway signalization, lighting and or landscaping.
- c) Level II Contamination Assessments (as needed)
- d) Signed and sealed plans and specification Packages, respectively.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient will not be reimbursed for costs incurred before the execution of this agreement.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed by December 31, 2025.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Village of North Palm Beach 501 US Highway 1 North Palm Beach, FL 33408		FINANCIAL PROJECT NUMBER: 453181-1-34-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY: 2024	Maximum Department Participation (Local Transportation Project GAA)	\$540,000.00	\$270,000.00	\$270,000.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$540,000.00 %	\$270,000.00 %	\$270,000.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$540,000.00	\$270,000.00	\$270,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Leos A. Kennedy, Jr.

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT**EXHIBIT J****STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)****THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:****Awarding Agency:** Florida Department of Transportation**State Project Title
and CSFA
Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ FY 2023/2024 General Appropriation Act (GAA) Line number 2042A,
CSFA 55.039

***Award Amount:** \$270,000.000 (TWO HUNDRED SEVENTY THOUSAND DOLLARS AND
ZERO CENTS.)

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**State Project Compliance Requirements for CSFA Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>