



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING AGENDA
TOWN HALL COUNCIL CHAMBERS – 155 F. Road, Loxahatchee Groves, FL 33470
Tuesday, April 02, 2024**

Community Conversation shall begin at 6:00 PM
Council Meeting shall begin at 6:30 PM

TOWN COUNCIL

Mayor

Laura Danowski - Seat 2

Vice Mayor

Robert Shorr - Seat 4

Council Members

Phillis Maniglia - Seat 1

Marianne Miles – Seat 3 (outgoing)

Anita Kane - Seat 3 (incoming)

Margaret Herzog - Seat 5

TOWN ADMINISTRATION

Town Manager

Francine L. Ramaglia

Acting Town Clerk

Services provided by The Valiant Management Team, LLC

Public Works Director

Richard Gallant

Town Attorney

Elizabeth Lenihan

Torcivia, Donlon, Goddeau & Rubin, P.A.

The public is encouraged to visit the Town's website, www.loxahatcheegrovesfl.gov, for up-to-date information regarding the meeting.

ADA NOTICE

In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within five (5) business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

PUBLIC MEETING INFORMATION

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in the Town of Loxahatchee. Civility is practiced at all Town meetings.

Quasi-Judicial Hearings: Some of the matters on the agenda may be "quasi-judicial" in nature. Pursuant to Section 120-020 of the Town's Unified Land Development Code, ex-parte communications regarding these items are prohibited and may provide a basis to deny an application. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. An unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Agenda: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

Comment Cards: Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill it out completely with your full name and address so that your comments can be entered correctly in the minutes and given to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may

address any item you desire. Please remember that there is a three (3) minute time limit on all public comments.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER:

ROLL CALL:

PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE:

AGENDA APPROVAL - ADDITIONS, DELETIONS AND MODIFICATIONS:

PUBLIC AUDIENCE:

Comments from the Public on Non-Agenda Items

Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 5:00 PM on the day of the meeting. Comments will be "received and filed" to be acknowledged as part of the official public record of the meeting. Town Council meetings are live-streamed and close-captioned for the general public via our website, instructions are posted there.

ANNOUNCEMENTS, COMMUNITY/SPECIAL EVENTS AND PRESENTATIONS:

1. Presentation of March 2024 Election Results for the Town of Loxahatchee Groves Candidates
2. Recognize Outgoing Council Member
3. Oath of Office for New Council Member
4. Approval of Resolution No. 2024-17 to Appoint the Mayor
5. Approval of Resolution No. 2024-18 to Appoint the Vice Mayor

RECESS TOWN COUNCIL MEETING & CALL TO ORDER DEPENDENT WATER CONTROL DISTRICT

6. Approval of Resolution No. 2024-DD01 to appoint Chair of Board of Supervisors
7. Approval of Resolution No. 2024-DD01 to appoint Treasurer of Board of Supervisors

***** Short Recess: Cake will be served after the swearing-in ceremony. *****

RECONVENE TOWN COUNCIL MEETING

CONSENT AGENDA:

8. APPROVAL OF RESOLUTION 2024-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING EASEMENTS; PROVIDING AN EFFECTIVE DATE.

REGULAR AGENDA:

9. APPROVAL OF RESOLUTION 2024-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE SCOPE AND PRICING FOR INSTALLATION OF A BRIDGE CULVERT AT 12th PLACE NORTH AND F ROAD; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AN THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

10. APPROVAL OF RESOLUTION 2024-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A CONTRACT FOR CONSTRUCTION SERVICES WITH ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC, FOR TOWN FY24 ROAD PAVING PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS

ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

11. APPROVAL OF RESOLUTION 2024-16 REMOVED

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING THE MEMBERS OF THE LOXAHATCHEE GROVES SCHOLARSHIP FUND COMMITTEE; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

----- OR -----

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RESCINDING RESOLUTION NO. 2021-26; PROVIDING FOR USE BY DONATION OF FUNDS HELD IN THE LOXAHATCHEE GROVES SCHOLARSHIP FUND; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

DISCUSSION ITEMS:

**12. DISCUSSION OF UNIFORM REQUIREMENTS FOR TOWN
ADVISORY BOARDS**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING CHAPTER 2 “ADMINISTRATION”, ARTICLE VII “TOWN ADVISORY BOARDS” TO PROVIDE FOR APPLICABILITY, COMPOSITION, QUORUM, ELIGIBILITY, QUALIFICATIONS, APPOINTMENT, TERMS, REMOVAL, VACANCIES, OFFICERS, COMPENSATION, AND PROCEDURES REGARDING TOWN ADVISORY BOARDS; REORGANIZATION AND REVISIONS TO CHAPTER 34 PLANNING AND DEVELOPMENT TO ENSURE COMPLIANCE WITH NEW TOWN ADVISORY BOARD ARTICLE AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

13. Discussion on Rules of Procedure for the Town Council (Resolution No. 2019-65) and Boards and Committees (Resolutions No. 2015-18)

14. Discussion on Town Council's Meeting Schedule

15. Discussion regarding Roadway & Drainage and CIP Updates

REPORTS BY THE TOWN ADMINISTRATION:

- Town Manager
- Town Attorney
- Town Clerk
- Public Works Director

STATEMENTS BY THE TOWN COUNCIL:

- Council Member Phillis Maniglia (Seat 1)
- Council Member Laura Danowski (Seat 2)
- Council Member Anita Kane (Seat 3)
- Council Member Robert Shorr (Seat 4)
- Council Member Margaret Herzog (Seat 5)

ADJOURNMENT:



155 F Road Loxahatchee Groves, FL 33470

Item # 4 & 5

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine Ramaglia, Town Manager
DATE: April 2, 2024
SUBJECT: Resolution No. 2024-17 and Resolution No. 2024-18

Background:

Section 2 of the Town Charter, as amended by Ordinance No. 2019-10 states that after the Fourth Tuesday of each March, Council will convene during the meeting to elect a Mayor and Vice Mayor to represent the Town. No council member may be selected as mayor for more than two consecutive years.

Recommendation:

Discuss and approve *Resolution No. 2024-17* and *Resolution No. 2024-18* to elect a mayor and vice mayor.

This Page Is Blank Intentionally

TOWN OF LOXAHATCEE GROVES

RESOLUTION NO. 2024-17

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ELECTING A MAYOR FOR THE ENSUING YEAR 2024-2025, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2 (2)(a) of the Charter of the Town of Loxahatchee Groves requires the Council to elect from among its members a Mayor, who shall serve for a period of one year; and

WHEREAS, this same section of the Charter requires this election of a Mayor to be done annually at the first Regular Council Meeting after the fourth Tuesday of each March; and

WHEREAS, all candidates have been certified as elected effective March 29, 2024; and

WHEREAS, newly elected officials have taken the Oath of Office.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1. _____ is hereby elected Mayor of the Town of Loxahatchee Groves, Florida; and shall forthwith enter upon and assume the duties of said office for the ensuing year.

Section 2. This Resolution shall become effective immediately upon adoption.

Councilmember _____ offered for foregoing Resolution.

Councilmember _____ seconded the motion and upon being put to vote was as follows:

Resolution 2024-17

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
PHILLIS MANIGLIA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANITA KANE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF APRIL 2024.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Phillis Maniglia

Valerie Oakes, Acting Town Clerk

Laura Danowski

Approved as to form and legal sufficiency:

Anita Kane

Office of the Town Attorney

Robert Shorr

Margaret Herzog

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-18

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ELECTING A VICE MAYOR FOR THE ENSUING YEAR 2024-2025 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2 (3)(a) of the Charter of the Town of Loxahatchee Groves requires the Council to elect from among its members a Vice Mayor, who shall serve for a period of one year; and

WHEREAS, this same section of the Charter requires this election of a Vice Mayor to be done annually at the first Regular Council Meeting after the fourth Tuesday of each March; and

WHEREAS, all candidates have been certified as elected effective March 29, 2024; and

WHEREAS, newly elected officials have taken the Oath of Office.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1: _____ is hereby elected Vice Mayor of the Town of Loxahatchee Groves, Florida; and shall forthwith enter upon and assume the duties of said office for the ensuing year.

Section 2: This Resolution shall become effective immediately upon adoption.

_____ offered for foregoing Resolution. _____ seconded the motion and upon being put to vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
PHILLIS MANIGLIA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANITA KANE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ROBERT SHORR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF APRIL 2024.

Resolution No. 2024-18

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Phillis Maniglia

Valerie Oakes, Acting Town Clerk

Laura Danowski

APPROVED AS T LEGAL FORM:

Anita Kane

Town Attorney

Robert Shorr

Margaret Herzog

RESOLUTION NO. 2024-DD01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ELECTING THE DISTRICT PRESIDENT AND PROVIDING THAT THE PRESIDENT SHALL SERVE AS CHAIR AT MEETINGS OF THE BOARD OF SUPERVISORS; ELECTING THE DISTRICT SECRETARY AND PROVIDING BOND AMOUNT; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District (“District”), a former Independent Special District, has become a Dependent District of the Town of Loxahatchee Groves; and,

WHEREAS, the Board of Supervisors of the District is comprised of the members of the Town Council; and,

WHEREAS, dependency of the District will permit efficiency in managerial and operational services required for the District to fulfill its requirements and obligations; and,

WHEREAS, the District, as a Dependent District of the Town, and the Town of Loxahatchee Groves, have entered into an Interlocal Agreement for the Town to provide the District with goods and services necessary for the District to fulfill its obligations and responsibilities, which will promote efficiencies and avoid duplication in functions; and,

WHEREAS, pursuant to Section 298.14, Florida Statutes, the Board of Supervisors is required to elect the President for the District and the Secretary for the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Board of Supervisors for the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby chooses from among the members of the Board _____ to serve as President for the District. The President shall also serve as Chair at meetings of the Board of Supervisors of the District.

Section 3. The Board of Supervisors for the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby elects _____ to serve as Secretary for the District. Section 298.14, Florida Statutes, provides that the Board of Supervisors may require a bond for the faithful performance of the Secretary’s duties. The Board of Supervisors hereby requires a bond in the amount of \$0.00. The District shall be responsible for the costs of the bond. The Secretary shall serve without compensation.

RESOLUTION NO. 2024-DD__

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

Supervisor_____offered the foregoing resolution. Supervisor_____seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Phillis Maniglia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anita Kane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Shorr	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2024.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

ATTEST:

Chairperson/President

Clerk for the Loxahatchee Groves Water Control District

Supervisor

Supervisor

Supervisor

Attorney for the Loxahatchee Groves Water Control District

Supervisor

RESOLUTION NO. 2024-DD02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING THE DISTRICT TREASURER AND PROVIDING BOND AMOUNT AND COMPENSATION; DESIGNATING THE TOWN MANAGER AS FISCAL AGENT FOR THE DISTRICT AND PROVIDING FOR COMPENSATION; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District (“District”), a former Independent Special District, has become a Dependent District of the Town of Loxahatchee Groves; and,

WHEREAS, the Board of Supervisors of the District is comprised of the members of the Town Council; and,

WHEREAS, dependency of the District will permit efficiency in managerial and operational services required for the District to fulfill its requirements and obligations; and,

WHEREAS, the District, as a Dependent District of the Town, and the Town of Loxahatchee Groves, have entered into an Interlocal Agreement for the Town to provide the District with goods and services necessary for the District to fulfill its obligations and responsibilities, which will promote efficiencies and avoid duplication in functions; and,

WHEREAS, pursuant to Section 298.17, Florida Statutes, the Board of Supervisors is required to appoint a Treasurer for the District and may employ a Fiscal Agent for the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Board of Supervisors for the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby appoints _____ to serve as Treasurer for the District. The bond required by Section 298.17, Florida Statutes, shall be in the amount of \$0.00. The District shall be responsible for the costs of the Bond. The Treasurer shall serve without compensation.

Section 3. The Board of Supervisors for the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby designates the Town Manager of Town of Loxahatchee Groves or her designee as the Fiscal Agent for the District as authorized by Section 298.17, Florida Statutes, pursuant to and consistent with the Interlocal Agreement between the District, a Dependent District of the Town, and the Town of Loxahatchee Groves. The Fiscal Agent shall be compensated pursuant to and through the terms of her agreement with the Town.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

RESOLUTION NO. 2024-DD__

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

Supervisor _____ offered the foregoing resolution. Supervisor _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Phillis Maniglia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Laura Danowski	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anita Kane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Robert Shorr	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Margaret Herzog	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2024.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

ATTEST:

Chairperson/President

Clerk for the Loxahatchee Groves Water Control District

Supervisor

Supervisor

APPROVED AS TO LEGAL FORM:

Supervisor

Attorney for the Loxahatchee Groves Water Control District

Supervisor



155 F Road Loxahatchee Groves, FL 33470

Item # 8

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: April 2, 2024

SUBJECT: Resolution No. 2024-13 - Accepting Easement

Background:

The Town of Loxahatchee Groves has received a grant of easement (backup attached) for roadway, drainage and utility purposes adjacent to Collecting Canal Road for the property located at **15045 Collecting Canal Road**.

Recommendation:

Approve *Resolution No. 2024-13* and accept the easement for recordation.

This Page Is Blank Intentionally

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING AN EASEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves desires to obtain Easements for Roadway, Drainage and Utility purposes; and

WHEREAS, Bianca M. Berktold, has executed a Roadway/Drainage/Utility Easement Agreement, concerning property she owns located at 15045 Collecting Canal Road in Loxahatchee Groves, Florida, in favor of the Town; and

WHEREAS, pursuant to Section 05-085 of the Town’s Unified Land Development Code and Town Council adopted procedures, Easements must be accepted by the Town Council prior to recording; and

WHEREAS, the Town Council has determined that accepting the Roadway/Drainage/Utility Easement identified herein serves a valid public purpose.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Town Council accepts the Easement identified herein and directs Town staff to have said Easement recorded in the public records.

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

Section 4. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective upon adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

Resolution No. 2024 -13

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS-__ DAY OF _____, 2024.

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor

Valerie Oakes, Acting Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Councilmember

Councilmember

Office of the Town Attorney

Councilmember



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 9

TO: Town Council of Town of Loxahatchee Groves

FROM: Richard Gallant, Public Works Director

VIA: Francine Ramaglia, Town Manager

DATE: April 2, 2024

SUBJECT: *Resolution No. 2024-14* approving Issuance of a Purchase Order with Johnson Davis utilizing Boynton Beach Piggyback Agreement for the 12th Place North and F Road bridge culvert

Background:

The Town entered into an agreement with Johnson-Davis, Inc. utilizing the City of Boynton Beach BID No. 019-2821-19/IT: Repairs and Emergency Services. The Town seeks to install a bridge culvert at 12th Place North and D Road utilizing pricing under this agreement. The scope and pricing for the bridge culvert is attached in exhibit "A" and totals \$136,640.

Funds for this bridge culvert are available in the capital improvement plan budgeted for FY24.

Recommendations:

Move that Town Council adopt *Resolution No. 2024-14* approving issuance of a purchase order for Johnson-Davis for installation of a bridge culvert at 12th Place North and F Road for a total cost of \$136,640.

This Page Is Blank Intentionally

TOWN OF LOXAHATCHEE GROVES**RESOLUTION NO. 2024 -14**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE ISSUANCE OF A PURCHASE ORDER FOR INSTALLATION OF A BRIDGE CULVERT AT 12th PLACE NORTH AND F ROAD; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2022-75, adopted by Town Council on November 1, 2022, the Town entered into an agreement with Johnson-Davis, Inc. utilizing the City of Boynton Beach BID No. 019-2821-19/IT: Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems; and

WHEREAS, the term of the Contract was renewed by the City of Boynton Beach for a term beginning May 8, 2023 and ending May 7, 2024; and

WHEREAS, by Resolution No. 2022-75, Town Council gave authorization to utilize the Contract so long as it remains in effect, including renewals or extensions and gave authorization for the Mayor to execute any and all documents to implement the use of the Contract; and

WHEREAS, the Town and the vendor entered into an Amendment on August 7, 2023, extending the term of the Agreement through May 7, 2024, consistent with the terms of Resolution No. 2022-75; and

WHEREAS, the Town is in need of goods and services for the installation of a bridge culvert at 12th Place North and F Road, as stated in the Scope of Work attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Town Council has determined that utilizing its agreement with Johnson-Davis, Inc. to perform the work serves a valid public purpose.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Resolution No. 2024-14

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the issuance of a purchase order to utilize its Agreement with Johnson-Davis, Inc. utilizing pricing under Boynton Beach BID No. 019-2821-19/IT for installation of a bridge culvert at 12th Place North and F Road and approves the Scope of Work and pricing attached hereto as Exhibits “A”.

Section 3. The Town manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Resolution No. 2024-14

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF _____ 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor

Valerie Oakes, Acting Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Councilmember

Office of the Town Attorney

Councilmember

Councilmember

This Page Is Blank Intentionally

JOB NAME: 12th Place North and F Road

Item #	DESCRIPTION	BID Quantity	U.M.	BID	AMOUNT
	MOBILIZATION / GENERAL CONDITIONS	1.00	LS	5,400.00	5,400.00
	CLEARING AND GRUBBING	1.00	LS	4,500.00	4,500.00
	MAINTENANCE OF TRAFFIC	1.00	LS	3,000.00	3,000.00
	TEMPORARY ROADWAY	1.00	LS	9,500.00	9,500.00
	96" CAP (10 GAUGE)	40.00	LF	1,350.00	54,000.00
	RIP RAP END WALL	59.00	CY	680.00	40,120.00
	RUBBLE RIP RAP	82.00	TON	160.00	13,120.00
	SOD RESTORATION	300.00	SY	10.00	3,000.00
	8" LIMEROCK BASE REPLACEMENT	100.00	SY	40.00	4,000.00

\$ 136,640.00				
----------------------	--	--	--	--

*** Notes**

Bond is not included in our proposal.
 No permits are included in our proposal.
 Traffic for 12th Place will be put on an earthened canal plug stabilized with base rock during culvert installation.

This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 10

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: April 2, 2024

SUBJECT: Resolution 2024-15 approving the award of a contract to Atlantic Southern Paving and Sealcoating, LLC for the Town FY24 Road Paving Program, IFB # 2024-01

Background:

The Town has been contemplating paving certain roadway segments as identified in the Town's Capital Improvement Plan. In furtherance of that plan, the Town issued an Invitation for Bids, IFB # 2024-01, on February 6, 2024. The project is to be awarded on a lump sum basis, but the bidders had to give a breakdown of the cost for each roadway segment in case a segment had to be postponed or cancelled. The 13 roadway segments identified in the bid are:

1. Gruber Road from C Road to D Road
2. East Citrus Drive from E Road to F Road
3. 161st Terrace North from A Road to end
4. Global Trail from North Road to end
5. West C Road from Forest Lane to Robert Way
6. Kerry Lane, South of Okeechobee, West of F Road
7. 24th Ct N, North of Okeechobee, West of F Road
8. 24th Ct N, North of Okeechobee, East of F Road
9. 147th Avenue North
10. West D Road, North of Southern Blvd, West of D Road
11. Casey Road, East of F Road, West of Folsom Road
12. B Road from existing pavement to North Road
13. North Road from B Road to C Road

A mandatory pre-bid meeting was held on February 21st and representatives from seven (7) contracting firms attended the meeting. On March 13th five (5) contractors responded and submitted bids. The bids from lowest to highest lump sum were as follows:

1. Atlantic Southern Paving and Sealcoating, LLC - \$1,696,994.00



155 F Road Loxahatchee Groves, FL 33470

2. J.W. Cheatham, LLC - \$1,793,735.50
3. R&D Paving, LLC - \$2,075,379.00
4. Ranger Construction Industries, Inc. - \$2,097,529.65
5. MJC Land Development, LLC - \$2,348,000.00

Atlantic Southern Paving and Sealcoating, LLC, is a licensed, qualified contractor and met the requirements of the bid submittal. The results of the bid were posted and identified Atlantic Southern Paving and Sealcoating, LLC,'s bid as the tentative awardee. There has been no protest to the tentative award by the Town. A contract for award to Atlantic Southern Paving and Sealcoating, LLC has been prepared and is anticipated to be executed by the contractor, prior to the Council's meeting on April 2, 2024. A construction bond and certificates of insurance will be sent along with the executed contract.

The contract should be awarded to the lowest responsive responsible bidder, subject to budget limitations. The cost of the roadway project is approximately 7.5% over the original estimated budget. As discussed on First reading of the CIP Ordinance at the Council's March 5th meeting, funding of Casey Road was to come from anticipated FEMA reimbursement. Specifically, there is approximately \$251,000 to be reimbursed for culvert bridge projects. In addition, there is approximately another \$150,000 of FEMA monies to be reimbursed to the Road and Drainage Funds. If Council directs all FEMA reimbursement to the paving project, that should cover Casey Road segment and the \$118,000 increase in actual bid price over total estimated costs of the plan. As previously discussed with Council the B Road North and North Road from B to C segments would be contingent on a receipt of a donation from the Sod Farm. The Second reading of the CIP ordinance is currently scheduled for the May 7th, 2024, Council Meeting.

Recommendation:

Staff recommends that Town Council approves Resolution No. 2024-15 approving the award of a contract to Atlantic Southern Paving and Sealcoating, LLC for the Town FY24 Road Paving Program, IFB # 2024-01, provided that notice to proceed for segments be issued upon their inclusion in the Capital Improvement Plan and subject to receipt of the designated funding.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2024-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A CONTRACT FOR CONSTRUCTION SERVICES WITH ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC, FOR TOWN FY24 ROAD PAVING PROGRAM SUBJECT TO FUNDING; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with State Statutes and the Town’s Procurement Code, the Town of Loxahatchee Groves, Florida (“Town”) issued Invitation for Bid for Town FY24 Road Paving Program IFB # 2024-01 (“IFB”); and

WHEREAS, bids for the IFB were opened on March 13, 2024; and

WHEREAS, the Town Council has determined that Atlantic Southern Paving and Sealcoating, LLC, was the lowest responsive responsible bidder; and

WHEREAS, entering into a construction services contract with Atlantic Southern Paving and Sealcoating, LLC for Town FY24 Road Paving Program serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution; and

Section 2. The Town Council of the Town of Loxahatchee Groves hereby approves the attached Contract with Atlantic Southern Paving and Sealcoating, LLC, subject to funding. Notices to Proceed shall only be issued for segments that are included in the adopted FY24 Capital Improvement Plan and have been fully funded. The mayor is authorized to execute any and all documents necessary to implement the intent of this Resolution, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

Resolution No. 2024 -

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE

GROVES, FLORIDA, THIS ___ DAY OF APRIL 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor

Valerie Oakes, Acting Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Councilmember

Office of the Town Attorney

Councilmember

Councilmember

IFB # 2024-01**CONTRACT FOR TOWN FY24 ROAD IMPROVEMENT PROGRAM**

THIS CONTRACT for the Town FY24 Road Improvement Program (“Contract”) is by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and **Atlantic Southern Paving and Sealcoating, LLC**, a Florida limited liability company, with its principal address at 6301 W. Sunrise Blvd., Sunrise, FL 33313 (“Contractor”).

WHEREAS, the Town requires a responsible and experienced contractor to provide road prep work, paving, striping, speed tables, and other miscellaneous roadway related construction work services to complete its FY24 Road Improvement Program (“Program”); and

WHEREAS, the Town issued Invitation for Bid No. 2024-01 for the Town FY24 Road Improvement Program (“IFB”) (incorporated herein as if set forth in full) and the Contractor was found to be the lowest responsible, responsive bidder and was awarded the IFB; and

WHEREAS, the Town desires to award the IFB to the Contractor for the Program; and

WHEREAS, the Town finds that awarding the IFB to the Contractor and entering into this contract with the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the Town hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. GENERAL INFORMATION.

1.1 **Scope of Work.** The Contractor shall provide the Program work as requested by the Town and as required herein. The general nature of the work to be provided by the Contractor under this Contract are construction services for the Program as described in detail in the IFB (including but not limited to its Scope of Work, technical specifications, drawings, etc.) for the Town’s roads included in the “List and Sequencing of Roads to be Improved” attached as **Exhibit A** hereto and incorporated herein. The Town may request work hereunder through the issuance of a notice to proceed (in a form approved by the Town) which may be issued via hand-delivery, email, courier, fax, or mail. The IFB is incorporated herein as if set forth in full herein, and its requirements shall apply to the work performed hereunder, except as otherwise amended by this Contract.

1.2 **Contract Documents.** The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract (including the recitals, i.e., whereas clauses, and all exhibits referenced herein or attached hereto), Contractor’s Schedule of Prices and Segment Lump Sum Prices (attached hereto as composite **Exhibit B** and incorporated herein), the IFB (including, but not limited to, the addenda, attachments, exhibits and any plans, drawings, etc. issued herewith), except as amended herein, and any notices to proceed, work orders, purchase orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the

Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Change Orders or Contract amendments
Second Priority:	This Contract
Third Priority:	Notices to Proceed
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean **the Town Manager or designee, Town of Loxahatchee Groves, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the price shall require a formal change order or contract amendment, reviewed by the Town Attorney and executed by the Town Manager or the Town Council (depending on the authority set forth in the Town's Procurement Code).

1.4 **Term.** This Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the term of this Contract shall be through **September 30, 2024**. This Contract may be extended to allow for completion of the Program by a written amendment signed by both parties.

1.5 **Compensation.** The Contractor shall be paid in accordance with the Road Segment Lump Sum Prices and the Schedule of Prices which are attached hereto and incorporated herein as composite **Exhibit B**. All such prices shall remain the same for the Contract term including any extensions. The total Contract price shall not exceed One Million Six Hundred Ninety Six Thousand Nine Hundred Ninety Four Dollars and 00/cents (\$1,696,994.00) unless otherwise approved by the Town Council. The Town is exempt from the payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Town, nor is the Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** The Town will issue a notice to proceed for each segment or for multiple segments, at the discretion of the Town. The time for completion of each segment shall be included in the notice to proceed.

2.2 **Liquidated Damages.** **The Town and Contractor recognize that time is of the essence under this Contract and that the Town will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in the applicable notice to proceed. The Town and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified in each notice to proceed. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town five hundred dollars (\$500.00) for each day that expires after the time specified in the applicable notice to proceed.**

Article 3. PAYMENT PROCEDURES.

3.1 **Generally.** The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Program. Contractor's invoices shall be submitted to:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, Florida 33470

The Town's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the Town will make payment in accordance with the Contract Documents. If not approved, the Town will notify the Contractor within twenty (20) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 **Direct Purchases.** The Town will direct purchase all rock material needed and provide same to the Contractor for inclusion in the work. Direct purchases by the Town will reduce or eliminate taxes paid on rock material. Direct purchases by the Town will be completed in accordance with Rule 12A-1.094, Florida Administrative Code. To initiate a direct purchase, the Contractor shall transmit an Owner Purchase Order Request to the Town identifying the vendor and material (including delivery requirements) to be purchased directly by the Town to be used in the work, specifically noting the segment of the work for which the material will be used. The Town will issue a purchase order to the vendor, the vendor will invoice the Town directly, and the Town will pay the vendor directly for all direct purchases. All materials directly purchased by the Town for the Project shall be delivered to the work site identified by the Contractor in the Owner Purchase Order Request. The Town will complete the required Certificate of Entitlement for all direct purchases on the form attached hereto as **Exhibit C**. The Contractor shall retain a copy of the Certificate of Entitlement and the associated purchase order as part of its records related to the Project.

3.3 **Payments.** Payment to the Contractor shall be made pursuant to the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, the Town will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract.

3.4 **Substantial Completion.** Upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain

the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

3.5 Final Invoice. Upon final completion and acceptance of the work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Program (if other than the Town), the Contractor shall submit a “final invoice” to the Town. In order for both parties to close their books and records, the Contractor will clearly state “FINAL” on the Contractor’s final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor’s Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.

3.6 Good Faith Disputes. Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

3.7 Final Payment. Final payment shall not become due until the Contractor and all of its subcontractors submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

3.8 Waiver of Claims. Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS.

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the Town for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Town. All of the Contractor’s personnel (and all subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of subcontractor or subcontractor’s personnel furnished by the Contractor upon written notice by Town to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the Town without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors’ proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY; INSURANCE.

5.1 Indemnity. The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Town, its council, mayor,

officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Town and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Town and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Town shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Town before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Town and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Town, be detrimental in any material respect to the Town's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Town; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification nor any other provision in the Contract Documents shall be construed as consent to be sued nor as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time. The parties agree that the monetary limits of Section 768.28(5), Florida Statutes, apply regardless of whether such limits would apply in the absence of this clause. The parties hereby agree that the provisions and limitations set forth in Section 768.28, Florida Statutes, are deemed to apply to this Contract to claims or actions in tort and/or contract.

5.2 Insurance. Contractor shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- A. Commercial general liability, including public and contractual liability insurance with combined single limits in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The

policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.

- B. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. Workers' Compensation Insurance including Employer's Liability Insurance coverage with minimum limits of \$1,000,000 bodily injury each accident, bodily injury by disease – policy limit, and bodily injury by disease – each employee for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. The Contractor shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected 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 where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. It shall be the responsibility of the Contractor to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

Article 6. PUBLIC CONSTRUCTION BOND.

The Contractor must provide the Town with a public construction bond for the scope of work under this Contract in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a certified copy of the recorded bond must be provided to the Town prior to the Contractor providing any services under this Contract. The cost of the bond shall be a direct pass through cost to the Town without any mark-up by the Contractor. If the provisions of the bond require notice to be given to a surety of any change affecting the general scope of work or the provisions of the Contract Documents (including but not limited to the Contract price or times), the giving of any such notice will be Contractor's responsibility. The amount of the bond will be adjusted to reflect the effect of any such change.

The public construction bond shall be on forms attached hereto as **Exhibit D** or substantially similar, as approved by the Town. The bond shall be in an amount not less than the total Contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the Town, a Surety Company shall comply with the following provisions:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code prior to the Contractor receiving each notice to proceed from the Town for each applicable segment(s).

- (e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

Article 7. TERMINATION.

7.1 Termination by Town. The Town may terminate this Contract if the Contractor is in default as follows:

- (a) Refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) Disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) Takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) Fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) Otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety (if applicable), three (3) days' written notice, and five (5) days to cure, terminate the Contract and may:

- (a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and,
- (b) Finish the work by whatever reasonable method the Town may deem expedient.

The Contractor and its surety shall be liable for any damage to the Town, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished. Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

7.2 Termination by the Town for Convenience. The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall:

- (a) Cease operations as directed by the Town in the notice;
- (b) Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and
- (c) Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work satisfactorily executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

Article 8. MISCELLANEOUS.

8.1 Successors and Assigns. The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.2 Changes. Additional work, changes to the Contract's/notice to proceed's price or time, is subject to the Town's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the scope or time.

8.3 Headings. The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

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

8.5 Entire Agreement; Amendments; Waiver. This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

8.6 Binding Effect. This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.7 Applicable Laws; Venue. This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an

inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

8.8 **No Third Party Beneficiary.** This Contract shall create no rights or claims whatsoever in any third party.

8.9 **Severability.** If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8.10 **Effective Date.** The effective date of this Contract is the date the Contract is approved by the Town Council.

8.11 **Public Records.** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under Section 119.011(2), Florida Statutes, specifically agrees to:

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

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 OR DESIGNEE AT (561) 793-2418, VOAKES@LOXAHATCHEEGROVESFL.GOV, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

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

8.13 **Palm Beach County Inspector General.** In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Contract may be subject to investigation and/or

audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

8.14 Delays. Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Town. Otherwise, the Contractor shall be entitled only to extensions of the contract times as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

8.15 Remedies; Enforcement Costs; Waiver of Jury Trial; No Lien Rights; Limitation of Liability. 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. If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS.** The Contractor shall have no lien rights regarding any property owned by the Town. The Town shall not be liable to the Contractor for any special, incidental or consequential damages of any kind whether or not caused by the Town's negligence even if the parties have been advised of the possibility of such damages.

8.16 Compliance with Laws. Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

8.17 Ownership of Documents. All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the Town. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the Town all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to Town such instruments of transfer and take such other action that Town may reasonable request, including, without limitation, executing and filing, at Town's expense, copyright applications, assignments and other documents required for the protection of Town's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Program. The Town grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to Town. Any modifications made by the Town to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Town's sole risk and without liability to the Contractor.

8.18 **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.

8.19 **Notice.** Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, FL 33470

and to the Contractor as follows:

Atlantic Southern Paving and Sealcoating, LLC
Lisa Alvarez
6301 W. Sunrise Blvd.
Sunrise, FL 33313

Either party may amend this provision by written notice to the other party.

8.20 **Conflicts of Interest.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the Town's representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Contractor. The Town agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Town shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Contractor under the terms of this Contract.

8.21 **Discrimination.** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

8.22 **Warranty.** Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the IFB and this Contract and not be defective. Contractor warrants that all materials and parts supplied under this Contract shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under this Contract will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any

failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Town or its roads. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

8.23 Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Contractor certifies that they, their 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.

8.24 Access and Audits. The 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 the Contract Documents. The Town 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 and upon reasonable prior notice, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

8.25 Scrutinized Companies. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Contract, including any and all renewals. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

8.26 E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

- 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
- 6. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

IN WITNESS WHEREOF, the Town and Contractor have caused this Contract for Town FY24 Road Improvement Program to be executed the day and year last executed below.

TOWN OF LOXAHATCHEE GROVES

Date: _____

By: _____
 _____, Mayor

ATTEST:

Approved as to form and legal sufficiency:

 Town Clerk

 Office of the Town Attorney

CONTRACTOR: Atlantic Southern Paving and Sealcoating, LLC

[Corporate Seal, if required]

By: _____

Print Name: _____

Title: _____

STATE OF _____)
 COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this _____ day of _____, 2024, by _____ [name], as _____ [title] of _____, a _____, authorized to do business in the State of Florida and who is personally known to me or who has produced the following as identification:
 _____.

[Notary Stamp]

 Signature of Notary Public



INVITATION FOR BID

FOR

TOWN FY24 ROAD IMPROVEMENT PROGRAM

IFB # 2024-01

LEGAL NOTICE
INVITATION FOR BID FOR TOWN FY24 ROAD IMPROVEMENT PROGRAM

The Town of Loxahatchee Groves is soliciting sealed bids from responsible and experienced contractors for IFB# 2024-01 "Town FY24 Road Improvement Program" to include road prep work, paving, striping, speed tables and miscellaneous construction work services. The awarded contractor will receive a notice to proceed for one or more segments of the associated work which will include the time for completion of such segment(s).

Bid documents may be downloaded at the Town's website at: loxahatcheegrovesfl.gov or online at www.demandstar.com starting on February 6, 2024.

- Electronic submittals will only be accepted when submitted through DemandStar. E-mailed submittals will NOT be accepted.
- Paper submittals (one original and one PDF Copy, either CD or thumb drive) may be delivered to the Town Clerk's Office at the address below:

Town Clerk
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

Time is of the essence. Any bid received after **2:00PM on March 13, 2024**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the Town Clerk's Office. Bids shall be placed in a sealed envelope, marked in the lower left-hand corner with the bid number, title, date, and hour bids are scheduled to be received. Bidders are responsible for ensuring that their bid is received and stamped by the Town Clerk's personnel by the deadline indicated. All submittals will be publicly opened and read on **March 13, 2024, 2:00 p.m.**

A mandatory pre-bid meeting will be held on **February 21, 2024, at 10:00 A.M.** Local Time in Town Hall, 155 F Road, Loxahatchee Groves, Fl. 33470. In accordance with Florida Statutes, Section 119.071, proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town reserves the right in its sole discretion to withdraw this IFB, to accept or reject any or all IFB submittals (in whole or in part) with or without cause, to waive all technicalities, nonmaterial irregularities or informalities on any and all proposals, to re-advertise, and/or take any other such actions that may be deemed to be in the best interest of the Town.

Any and all questions regarding this solicitation shall be directed to the Office of the Town Clerk, 155 F Road, Loxahatchee Groves, Florida 33470: Phone: 561-793-2418 or email: voakes@loxahatcheegrovesfl.gov.

PUBLISH: *Palm Beach Post* February 9, 2024 & DemandStar: February 6, 2024

SECTION 1 – SCOPE OF WORK AND TENTATIVE BID SCHEDULE

TOWN FY24 ROAD IMPROVEMENT PROGRAM

The Town of Loxahatchee Groves is soliciting bids from responsible and experienced contractors to provide roadway, striping and miscellaneous construction work services. The awarded contractor will receive a notice to proceed to complete one or more segments of the associated roadway work.

The scope of work is generally described as follows:

Roadway – milling, paving, subgrade construction, base construction, traffic calming and other miscellaneous roadway related work

Striping – thermoplastic striping, speed table markings, stop bars, and other related work

Miscellaneous – MOT and other related work

The “Town FY24 Road Improvement Program – List and Sequencing of Roads to be Improved” is attached hereto as **Exhibit A** and incorporated herein. A more detailed scope of work for the road improvements are attached and incorporated herein as composite **Exhibit B**.

All work shall be constructed in accordance with these bid documents. A copy of the bidder’s (and subcontractors, if applicable) qualification letters must be attached to the bid.

The Town intends to award a contract to a single contractor who is the lowest responsible, responsive bidder. **A payment and performance bond equal to 100% of the cost of the Contract will be required prior to commencement of the work.** The project manager will send a notice to proceed to the contractor(s) after obtaining Town Manager’s office or Town Council approval as applicable.

TENTATIVE BID SCHEDULE

Listed below are the tentative dates and times of the project and schedule by which the actions noted must be completed. If the Town finds it necessary to change any of these dates and/or times, the change will be accomplished by addenda. All dates and times are subject to change at the Town’s discretion.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Notice of Participation in Pre-Bid Meeting	February 16, 2024, at <u>4:00</u> PM
Mandatory Pre-Bid Meeting	February 21, 2024, at <u>10:00</u> AM
Final Questions Due	February 26, 2024, at <u>4:00</u> PM
Addenda Published	March 6, 2024, at <u>5:00</u> PM
Bids Due	March 13, 2024, at <u>2:00</u> PM

SECTION 2 – SPECIAL TERMS

1. **Pre-Bid Meeting.** Mandatory Pre-Bid meeting is scheduled for February 21, 2024, at 10:00 AM at Town Hall, 155 F Road, Loxahatchee Groves, FL 33470 and will include a field survey of the of the work area. Interested Bidders should notify the Town of their intent to attend by February 16, 2024 at 4:00 pm by email to voakes@loxahatcheegrovesfl.gov so the Town may provide adequate transportation for the field survey.
2. **Time of Completion and Liquidated Damages.** Each segment of the work to be performed under this project shall commence and be fully completed within the times identified in each segment's respective notice to proceed.

The Town and Contractor recognize that the time for final completion of all work under the contract is critical. The Town will suffer financial loss if the Contractor fails to achieve final completion by the time specified herein. In such event, the total amount of the Town's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should the Contractor fail to achieve final completion within the timeframe established in each notice to proceed, the Town shall be entitled to assess, as liquidated damages, but not as a penalty, \$500.00 (Five Hundred Dollars) for each calendar day thereafter until final completion of all work under the respective notice to proceed. The Contractor expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Town's actual damages at the time of contracting if Contractor fails to complete all work within the required timeframes set forth in each notice to proceed.

3. **Permits and Fees.** The Contractor shall be responsible for applying for and obtaining all required Town permits; however, the Town will waive the fees associated with all such permits for this Project. The Town anticipates that no permits will be required from any other governmental entities.
4. **Licenses.** Each Bidder shall have the following licenses at the time of bid submittal or its bid may be disqualified:
 - State of Florida General Contractor's license

Each Bidder will also be required, at the time of contract execution, to have a business tax receipt in accordance with the following:

- No person, contractor or subcontractor may conduct business within the Town without a business tax receipt.
 - Any person engaging in any business, occupation or profession within the Town without a permanent business location or branch office in the Town, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality meets this requirement.
5. **Construction Bond.** Payment and Performance Bonds in accordance with the Town's Procurement Code, the resulting contract, and Section 255.05, Florida Statutes, shall be required for each associated notice to proceed (for one or more segments) issued under the resulting contract.
 6. **Insurance.** Prior to execution of the resulting contract derived from this IFB, the awarded bidder shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the

State of Florida. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Certificates shall clearly indicate that the awarded bidder has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- A. Commercial general liability, including public and contractual liability insurance with combined single limits in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.
- B. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. Workers' Compensation Insurance including Employer's Liability Insurance coverage with minimum limits of \$1,000,000 bodily injury each accident, bodily injury by disease – policy limit, and bodily injury by disease – each employee for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. The awarded bidder shall agree to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected 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 where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the awarded bidder enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the awarded bidder for any and all claims under the Contract. It shall be the responsibility of the awarded bidder to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

7. **Warranty.** The successful Bidder agrees to a contract provision as follows: Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the resulting Contract and not be defective. Contractor warrants that all materials and parts supplied under the Contract shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under the Contract will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Town or its roads. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair

of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

8. **Other Special Conditions.** The Town intends to award a contract to a single contractor who is the lowest, responsive, responsible bidder. **A payment and performance bond equal to 100% of the cost of the Contract will be required prior to commencement of the work.** The project manager will send a notice to proceed to the contractor(s) after obtaining Town Manager's office or Town Council approval as applicable for each segment of the work to be completed. Each notice to proceed shall include the time for completion for each segment, and the selected contractor will comply with the same. Notices to proceed shall be in a form approved by the Town and may be sent via email, hand-delivery, courier, fax, or mail to the contractor.

SECTION 3 – MINIMUM QUALIFICATIONS

Each Bidder must meet the following minimum qualification requirements in order to be considered for award. A Bidder who fails to meet these requirements will be disqualified. All decisions on qualifications are within the Town's sole discretion.

1. Bidder must have served as prime contractor for a minimum of two similar (2) projects involving similar scope of work and similar size projects within the last thirty-six (36) months.

Complete Form B2 – Bidder's Qualifications Form

2. Bidder must possess an active license as described in the "Licenses" section above.
3. Letter establishing the Bidder's bonding capacity.

SECTION 4 - INSTRUCTIONS TO BIDDERS

1. **How to Submit a Bid.**

- a. Electronic submittals will only be accepted when submitted through DemandStar.
- b. Paper submittals (one original and one PDF copy, either CD or thumb drive) of the bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the Bid number, title, and date and hour bids are scheduled to be received. Sealed bids shall be mailed or hand-delivered to:

**Town of Loxahatchee Groves
Town Clerk
155 F Road
Loxahatchee Groves, FL 33470**

c. Time is of the essence and any bid received after the closing date and time indicated on the cover of this IFB, whether by mail or otherwise, may be rejected. The time of receipt shall be determined by the time clock located in the Town Clerk's Office. Bidders are responsible for ensuring that their bid is stamped by Town personnel by the deadline indicated. The Town shall in no way be responsible for delays caused by any occurrence.

d. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

e. Submission of a Bid implies a full understanding of this IFB. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

f. This IFB consists of this document along with all plans, drawings and/or technical specifications incorporated in or attached to this IFB, all of which are incorporated herein by this reference.

2. **The Bid Package.** Each bid submitted in response to this IFB shall contain the following documents:

- B1 Bid Package Cover Sheet
- B2 Bidder's Minimum Qualifications
- B3 Bid Form (including Road Segment Lump Sum Prices & Schedule of Prices)
- B4 Substitution Sheet
- B5 Schedule of Subcontractors
- B6 Contractor Verification Form
- B7 List of References
- B8 Affidavit of Prime Bidder - Non-Collusion and Public Entity Crimes
- B9 Drug-Free Workplace Certification
- B10 Contractor's Material Suppliers
- B11 Contractor's Existing and Projected Workload Form
- B12 Scrutinized Companies Certification Form
- B13 Conflict of Interest Statement
- B14 State of Florida E-Verify Form
- B15 Letter Establishing Bidder's Bonding Capacity

AVOID BID REJECTION: Bids may be rejected for noncompliance to requirements after review by the Town. All bids must be submitted on the provided Bid forms and **signed in ink by an officer authorized to bind the Bidder where applicable.**

3. **Completion of Bid Submission Package.**

a. It is the responsibility of the Bidder to ensure that all pages are included. All Bidders are advised to closely examine this IFB.

b. All bids must be submitted on the provided Bid forms. Bids submitted on Bidder's letterhead or quotation forms will not be accepted.

c. Bid forms must be neatly written in ink or typed, and must be signed in ink by an officer or employee having authority to bind the bidder (where a signature is required). Failure to submit a duly signed bid may be cause for rejection of the bid.

4. **Errors/Erasures/Corrections.**

a. Bids having erasures or corrections must be initialed in ink by the Bidder. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. **Bid Prices.** All prices shall remain valid for one hundred and twenty (120) days after the date of bid closing or other time stated in the Special Terms. Prices must be stated in the units specified on the Schedule of Prices and Segment Lump Sum Prices. The Town will direct purchase all rock material needed for inclusion in the work. Direct purchases by the Town will reduce or eliminate taxes paid on rock material. Direct purchases by the Town will be completed in accordance with Rule 12A-1.094, Florida Administrative Code. To initiate a direct purchase, the successful bidder shall transmit an Owner Purchase Order Request to the Town identifying the vendor and material (including delivery requirements) to be purchased directly by the Town to be used in the work, specifically noting the segment of the work for which the material will be used. The Town will issue a purchase order to the vendor, the vendor will invoice the Town directly, and the Town will pay the vendor directly for all direct purchases. All materials directly purchased by the Town for the Project shall be delivered to the work site identified by the successful bidder in the Owner Purchase Order Request. The Town will complete the required Certificate of Entitlement for all direct purchases and the vendor and successful bidder must each retain a copy of the Certificate of Entitlement and the associated purchase order as part of its records related to the Project.

6. **Substitutions.** If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. **Subcontracting and Reporting.** If a Bidder intends to subcontract any portion of the work, the Schedule of Subcontractors form must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all subcontractors. The Town reserves the right to reject any bid if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform under this award. The Town reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

The Prime Contractor shall be required to self-perform and construct a minimum of 50% of each segment of the work under any given notice to proceed. Subcontracting out more than 50% of the work may constitute cancellation of the resulting contract.

The Bidder shall submit for the Town's review and approval, as part of their bid submission, a sample copy of the company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas.

8. **Bid Bonds or Deposits.** Each bid must be accompanied by a bid bond or a deposit in a sum of not less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars (\$100) need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the Town.
4. U.S. Postal Money Order.

All checks and orders must be made payable to the Town of Loxahatchee Groves. The Town reserves the right to hold the bid security until a contract is properly executed and proof of the required insurance and bond(s) is provided. If any bidder presented with a contract fails to execute such contract with the Town and/or provide the required insurance and bonds within ten (10) calendar days of receipt of the contract, the Town shall be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract and proof of the required insurance and bonds.

9. **Certification and Licenses.** Bidder must include with its bid package a copy of all applicable certificates and licenses and a current Business Tax Receipt in the name of the Bidder submitting the Bid from the County or municipality in which the Bidder's principal place of business is located and in accordance with the Chapter 22, Article V Local Business Tax of the Town's Code of Ordinances.

10. **No Lobbying – Cone of Silence.** In accordance with the Palm Beach County Lobbyist Registration Ordinance, the cone of silence will be in effect as of the due date for proposals in response to this IFB. In summary, the cone of silence prohibits communication between certain Town officials, employees and agents and any entity or person seeking to be awarded a contract (including their representatives, lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all responses or some other action by the Town to end the selection process.

11. **Conflict of Interest and Ethics Requirements.** This IFB is subject to the State of Florida Code of Ethics, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. Accordingly, there are prohibitions and limitations on the employment of Town officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review all the codes mentioned herein to ensure compliance with the same.

12. **Public Entity Crimes.** Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the Town for 36 months following the date of being placed on the convicted vendor list.

13. **Inquiries and Addenda.** Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue, must be directed in writing, by US mail, fax or email to:

Town Clerk
Town of Loxahatchee Groves
155 F Road, Loxahatchee Groves, FL 33470
E-mail: voakes@loxahatcheegrovesfl.gov
Phone: (561) 793-2418

Any addenda or other modification to the Bid documents will be issued by the Town prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid

package directly from the Town or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of this IFB will be made for any bidder, except by written addendum.

14. **Acceptance; Rejection; Cancellation.** This IFB may be cancelled and may or may not be re-bid when determined to be in the best interests of the Town. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the Town. The Town reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature may be rejected.

Any withdrawal or cancellation of this Invitation for Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the Town or its employees. Any action, selection or failure to select a successful bidder to this Invitation for Bid shall be without any liability or obligation of the part of the Town or its employees.

The Town reserves the right to waive any nonmaterial irregularities. Nonmaterial irregularities are those irregularities which do not substantially affect price and/or competition. Bids may be considered nonresponsive and may be rejected if the bid: 1) does not strictly conform to the requirements of this IFB; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the Town, unbalanced either in excess of or below the reasonable cost analysis values; 7) bids are in excess of the approved budget for the project.

15. **Selection of Bidder with Whom to Contract.** The selection of a bidder with whom to contract shall be based on the lowest responsive, responsible bidder.

16. **Posting of Award Tabulations.** The selected bidder will be notified in writing with intent to award a contract. Recommended awards will be available for review by interested parties at Town Hall, 155 F Road, Loxahatchee Groves, FL and posted on the Town's website.

17. **Contract.** The Town and successful bidder will be contractually bound only if and when a written contract between the parties is executed by the Town. In the event a contract is not executed with the selected bidder and Town reserve the right to select the next lowest responsible and responsive bidder and to contract with said bidder. The Town's standard contract is attached hereto as **Exhibit C** and incorporated herein.

18. **Procurement Code.** The Town's Procurement Code, sections 2-132 to 2-137 of the Town's Code of Ordinances, shall govern this IFB. If there are any inconsistencies between this IFB and the Procurement Code, the Procurement Code shall take precedence.

19. **Costs.** All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

20. **E-Verify.** Pursuant to Section 448.095(5), Florida Statutes, the successful bidder shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the resulting contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

2. Secure an affidavit from all subcontractors (providing services or receiving funding under the contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of the contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the contract; and
6. Be aware that if the Town terminates the contract under Section 448.095(5)(c), Florida Statutes, the bidder may not be awarded a public contract for at least 1 year after the date on which the contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the contract.

21. **Town is Document Gatekeeper.** This IFB is issued directly by the Town and the Town shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Town Clerk's Office. The Town is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the Town's) or other sources not connected with the Town and the Bidder should not rely on such sources for information regarding any solicitation made by the Town.

22. **Minority Enterprise.** Documentation to support a Bidder as a Minority Enterprise as certified by the State of Florida must be submitted with a Bidder's bid in response to the IFB. Documentation submitted after the bid deadline will be rejected.

23. **Property of the Town.** All materials submitted in response to this IFB become the property of the Town. The Town has the right to use any or all ideas presented in any response to this IFB, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

24. **Disclosure and Disclaimer.** The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. Neither the Town, nor its advisors provide any assurances as to the accuracy of any information in this IFB. Any reliance on the contents of this IFB regarding the project or scope of thereof, or on any oral communications with Town representatives or advisors, shall be at each Bidder's own risk. Bidders should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This IFB is being provided by the Town without any warranty or representation, express or implied, as to its content, accuracy or completeness and no Bidder or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any bid or proposal conforming to these requirements will be selected for consideration, negotiation or approval.

Any action taken by the Town in response to bids or proposals made pursuant to this IFB or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town, or their advisors. Any recipient of this IFB who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this IFB is at the sole risk and responsibility of the party submitting such proposal.

25. **Compliance.** All bids or proposals received in accordance with this IFB shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes.

26. **Office of the Inspector General.** In accordance with Palm Beach County ordinance number 2011-009, this IFB and resulting contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. 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 and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the resulting contract justifying its termination. Bidder/Proposer should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

27. **Scrutinized Companies.** The bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate the resulting contract at its sole option if the bidder or any of its subcontractors are found to have submitted a false certification; or if the bidder or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the contract including any and all renewals. If the resulting contract is for one million dollars or more, the bidder certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate the contract at its sole option if the bidder, or any of its subcontractors are found to have submitted a false certification; or if the bidder or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of the contract.

The bidder agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the resulting contract. The bidder agrees that the certifications in this section shall be effective and relied upon by the Town for this solicitation and the term of any resulting contract, including any and all renewals. The bidder agrees that if it or any of its subcontractors' status changes in regard to any certification herein, the bidder shall immediately notify the Town of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

28. **Non-Discrimination.** The bidder shall not discriminate against any person in its operations, activities or delivery of services. The bidder shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

29. **Quantities.** The quantities of materials to be furnished under the resulting contract, if given in the Bid, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The Town does not expressly or by implication represent that the actual quantities involved will correspond

exactly therewith; nor shall the Bidder place misunderstanding or deception because of such estimate or quantities. Payment to the successful contractor will be made only for the actual quantities of material furnished in accordance with the Contract Documents, and it is understood that the quantities may be increased or diminished in the sole discretion of the Town without in any way invalidating any of the Bids. Further, the Bidder understands that the Town may elect to construct only a portion of the work covered by these documents and the Bidder agrees to perform that portion of the work given to the Bidder, if successful, at the prices quoted.

30. **OSHA**. The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

31. **Examination of Contract Documents and Site Conditions**. It is the responsibility of each Bidder before submitting a Bid, to: (1) Examine and carefully study the Bidding Documents thoroughly and request and carefully study any other required data; (2) Visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect costs, progress, performance or furnishing of the work; (3) Become familiar with and satisfy Bidder as to all federal, state, and local laws, rules, regulations, codes, ordinances, directives and guidelines that may affect cost, progress, performance or furnishing of the work; (4) Request or otherwise obtain and carefully study any reports, test and drawings related to surface, subsurface and physical conditions and hazardous environmental conditions; (5) Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the Bidding Documents; and any site-related reports and drawings, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the work; the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; (6) Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the work at the price bid and in accordance with the other terms and conditions of the Bidding Documents; (7) Become aware of the general nature of the work to be performed by the town and others, if any, at the site that relates to the work; (8) Promptly give the Town or Engineer or Contract Administrator written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by the Town is acceptable to the Bidder; and (9) Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work. The submission of a Bid will constitute the incontrovertible representation by Bidder that Bidder has complied with every requirement of this paragraph.

32. **Contractor's Interests**. Please be advised that pursuant to section 287.05701, Florida Statutes, as amended from time to time, the Town may not request documentation of or consider a contractor's social, political, or ideological interests when determining if the contractor is responsible. Further, the Town may not give a preference to a contractor based on the contractor's social, political, or ideological interests.

END OF SECTION 4 - INSTRUCTIONS TO BIDDERS

(B1)

BID PACKAGE COVER SHEET

IFB #2024-01	Project Title: Town FY24 Road Improvement Program
---------------------	---

Bidder Company Name:

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Bidder’s Minimum Qualifications (B2)
- _____ 3. Bid Form (Road Segment Lump Sum Prices and Schedule of Prices) (B3)
- _____ 4. Substitution Sheet (B4) - If none, mark “none”.
- _____ 5. Schedule of Subcontractors (B5) - If none, mark “none”.
- _____ 6. Contractor Verification Form (B6) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 7. List of References (B7)
- _____ 8. Affidavit of Prime Bidder - Non-collusion and Public Entity Crimes (B8)
- _____ 9. Drug-Free Workplace Certification (B9)
- _____ 10. Contractor’s Material Suppliers (B10)
- _____ 11. Contractor’s Existing and Projected Workload Form (B11)
- _____ 12. Scrutinized Companies Certification Form (B12)
- _____ 13. Conflict of Interest Statement (B13)
- _____ 14. State of Florida E-Verify Form (B14)
- _____ 15. Letter Establishing Bidder’s Bonding Capacity (B15)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL, TWO (2) PHOTOCOPIES AND ONE (1) ELECTRONIC (CD) copy of your Bid package.

AVOID BID REJECTION: All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

(B2)

IFB # 2024-01

BIDDER'S MINIMUM QUALIFICATIONS

Each Bidder must provide two (2) similar projects within the last thirty six (36) months to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the Town may check references.

****Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.**

Bidder's Name: _____

PROJECT (FIRST PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, roadway, concrete, striping/signage, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name & Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

PROJECT (SECOND PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: _____

Describe the project construction elements (type of project, roadway, concrete, striping/signage, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

Description of any Change Orders: _____

Bidder's Name: _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name: Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Note: Use an additional sheet with the same format to list other project as proof of prior experience in the last 36 months (with no more than five (5) projects submitted).

(B3)

BID FORM**IFB # 2024-01**

Proposal of: _____
(Bidder Name)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the unit prices set forth below.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his/her full satisfaction examined the attached Scopes of Work, terms and conditions, technical specifications, sample contract, form of bonds (as applicable), together with the accompanying plans, if any, and Bidder has read all issued addenda.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining the required bonds and certificate(s) of insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the Town, as such documents are required to commence the work.
5. Bidder understands that the time for completion for each segment of the work shall be set forth in the respective notice to proceed. Such time for completion shall begin on the date of the notice to proceed or such other date included therein. Contractor agrees that it shall comply with such timelines.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.
9. The successful bidder shall be responsible for ensuring that all debris will be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards. Each site shall be kept free from accumulations of waste materials, rubbish, and other debris.
10. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
11. The following officer, director or agent of the Bidder is also an employee of the Town.

<i>Name</i>	<i>Address</i>
-------------	----------------

12. The following employee(s) of the Town, either directly or indirectly, owns an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>
-------------	----------------

13. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

14. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

15. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

16. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

(B3 cont'd)

ROAD SEGMENT LUMP SUM PRICES

<i>Paving Segment</i>	<i>Location</i>	<i>Price per Segment*</i>
1	Gruber Road from C Road to D Road	
2	East Citrus Drive from E Road to F Road	
3	161 st Terrace North from A Road to End	
4	Global Trail from North Road to End	
5	West C Road from Forest Ln to Robert Way	
6	Kerry Lane, South of Okeechobee Road, West of F Road	
7	24 th Ct N, North of Okeechobee Blvd, West of F Road	
8	24 th Court North, North of Okeechobee Blvd, East of F Road	
9	147 th Avenue North	
10	West D Road, North of Southern Blvd, West of D Rd	
11	Casey Road, East of F Road, West of Folsom Rd	
12	B Road from existing pavement stop to North Road	
13	North Road from B Road to C Road	

Total Bid Amount: _____ \$ _____

***Award will be based on Total Bid Amount plus the unit price for mobilization. Please be aware that the lump sum price for each segment SHALL NOT INCLUDE THE MOBILIZATION UNIT PRICE which shall be added for each Notice to Proceed issued for one or more segments. Each road segment lump sum price will be based upon the unit prices included in the Schedule of Prices (other than mobilization as mentioned above).**

SCHEDULE OF PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work required in the Scope of Work for the Road Segment Lump Sum Prices (B3) and for mobilization. In the event additional work is added and/or removed to this contract by Change Order, the following unit prices will be utilized (as applicable).

No.	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	Mobilization	Each	
2	Finish Baserock	Square Yard	
3	Prime Baserock	Square Yard	
4	2" SP-12.5 Asphalt	Square Yard	
5	6" White Thermoplastic Stripe	Linear Feet	
6	6" Yellow Thermoplastic Stripe	Linear Feet	
7	Seminole Speed Table	Each	
8	24" Stop Bar	Each	
9	Speed Table Pavement Marking (Chevrons)	Each	
10	Permitting	Each	
11	OGEM Leveling	Square Yard	

***The Contractor agrees to charge the Town for one mobilization unit for each notice to proceed issued even if such notice to proceed includes more than one segment. Further, the Contractor agrees that if the Contractor receives a subsequent notice to proceed near the location of the existing work, no mobilization fee shall be charged for the subsequent notice to proceed.**

Name of Firm: _____

HQ Address: _____ ST _____ Zip _____

Phone: (____) _____ Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Sales Office: _____ ST _____ Zip _____

Sales Contact Name: _____ Title: _____

Phone: (____) _____ Email: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B4)

IFB # 2024-01

SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any IFB requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan.

Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR MAKE BID ITEM NO. SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

(B5)

IFB # 2024-01

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

		Dollar amount of subcontract work
1.	_____	\$ _____
	(company name)	(type of work)

	(address)	(tel. #)

	(zip code)	(federal I.D. #)
2.	_____	\$ _____
	(company name)	(type of work)

	(address)	(tel. #)

	(zip code)	(federal I.D. #)
3.	_____	\$ _____
	(company name)	(type of work)

	(address)	(tel. #)

	(zip code)	(federal I.D. #)

Total dollar amount to be awarded to sub-contractors (this page) \$ _____

*** The Bidder shall submit for the Town’s review and approval, as part of his/her bid submission, a sample copy of its company’s daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas. Please attach sample of daily reporting format to this page.**

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Town for approval prior to that subcontractor performing any work.

(B6)

IFB # 2024-01

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: _____

Address: _____

Telephone: () _____

Fax: () _____

Email: _____

CONTRACTOR OF RECORD:

Name: _____

Address: _____

Telephone: () _____

Email: _____

State License # _____ **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?
 ___ Yes ___ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?
 ___ Yes ___ No

Failure to fully or accurately complete this form may be cause for rejection of the bid.

(B7)

IFB # 2024-01

LIST OF REFERENCES

1. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Project: _____

Contact Person: _____

Telephone: () _____ Fax: () _____ E-Mail: _____

(B8)

IFB # 2024-01

AFFIDAVIT OF PRIME BIDDER
Non-collusion and Public Entity Crime

State of _____ }
County of _____ }

_____, being first duly sworn, disposes and says that:
(Name)

1. I am the _____ of _____, the
(Title) (Name of Company)
Bidder that has submitted the attached bid;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Loxahatchee Groves (the "Town"), or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the Town.
_____ (if none, write "None").
6. The following employees of the Town, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: _____ (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) _____

(Print Name) _____

(Title) _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 2024, by _____, who is _____ (title) of _____ and who is personally known to me or who has produced _____ as identification.

Notary Public

(B9)

IFB # 2024-01

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid 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 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, 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 5 days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

(B10)

IFB # 2024-01

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.

Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax

(B11)

IFB # 2024-01

CONTRACTOR'S EXISTING AND PROJECTED WORKLOAD FORM

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.

Failure to fully and accurately complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date

(B12)

IFB # 2024-01

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor and its subcontractors are not on the Scrutinized Companies that Boycott Israel List nor is the Contractor or its subcontractors engaged in a boycott of Israel.
3. The Contractor and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
4. If awarded a contract, the Contractor and its subcontractors agree to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of any resulting contract, including any and all renewals.
7. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate any resulting contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are in violation of these provisions or the statute during the term of any resulting contract including any renewals.

CONTRACTOR:

By: _____ Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 202___, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Printed Name of Notary _____
My Commission expires: _____

(B13)

IFB # 2024-01

CONFLICT OF INTEREST STATEMENT

This Invitation for Bid (IFB) is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the Town any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Town of Loxahatchee Groves Code of Ethics for Public Officers, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR CONTRACT, IF ONE IS ENTERED INTO.

By: _____ Date: _____

Print Name: _____

Title: _____

Company Name: _____

(B14)

IFB # 2024-01

STATE OF FLORIDA E-VERIFY FORM

Contract No:

Financial Project No(s):

Project Description:

Contractor acknowledges and agrees to the following:

Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the resulting contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under the contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of the contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the contract; and
6. Be aware that if the Town terminates the contract under Section 448.095(5)(c), Florida Statutes, Contractor may not be awarded a public contract for at least 1 year after the date on which the contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the contract.

Authorized Signature: _____

Company/Firm: _____

Print Name: _____

Title: _____

Date: _____

(B15)

IFB # 2024-01

LETTER ESTABLISHING BIDDER'S BONDING CAPACITY

IFB # 2024-01

EXHIBIT A

TOWN FY24 ROAD IMPROVEMENT PROGRAM
LIST AND SEQUENCING OF ROADS TO BE IMPROVED

Below is the expected sequencing and description of each segment of the Project. The sequencing of the Project may be amended at the written direction of the Public Works Director.

Paving Segment 1:

Gruber Road from C Road to D Road,

- Proposed length 2,640 feet, proposed width 18', and crowned,
- Segment to include:
 - Two Seminole style speed tables placed equilaterally between the segment,
 - Two Stop Bars.



Paving Segment 2:

East Citrus Drive from E Road to F Road,

- Proposed length 2640 feet, proposed width 20', and sloped to the North,
- Segment to include:
 - Three Seminole style speed tables placed equilaterally between the segment,
 - Two Stop Bars.



Paving Segment 3:

161st Terrace North from A Road to end,

- Proposed length 10,560 feet, proposed 18' sloped to the West or South,
- Segment to include:
 - Eight Seminole style speed tables placed equilaterally between the segment,
 - One Stop Bar,
 - One Tee at the North end of the project.

**Paving Segment 4:**

Global Trail from North Road to End,

- Proposed length 2,112 feet, 16' crowned,
- Segment to include:
 - One Seminole style speed table placed equilaterally between the segment,
 - Two Stop Bars,
 - One Tee at the North end of the project,
 - Nine 18' by 40' aprons located on North Road, 40th St N (Both Sides), 41st Ct N (West Side), 41st Ct N (East Side), 42nd Rd N (Both Sides), and 43rd Rd N (Both Sides).



Paving Segment 5:

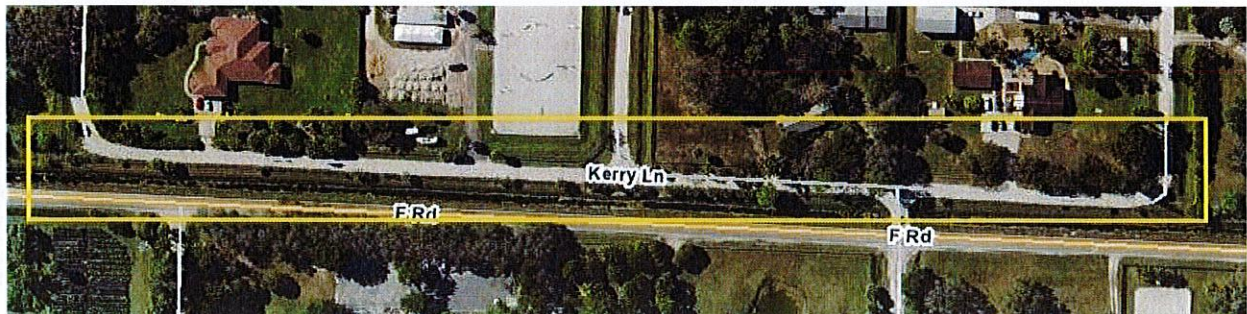
West C Road from Forest Ln to Robert Way,

- Proposed length 1,584 feet, 16' sloped to the West,
- Segment to include:
 - One Seminole style speed table placed equilaterally between the segment,
 - Two Stop Bars,
 - Five 18' by 40' aprons located on Forest Lane, Scott Place, Williams Drive, Robert Way.

**Paving Segment 6:**

Kerry Lane, South of Okeechobee Road, West of F Road,

- Proposed length 1,584 feet, 16' sloped to the West,
- Segment to include:
 - Three Seminole style speed tables placed equilaterally between the segment,
 - Two Stop Bars,
 - Three 18' by 40' aprons located on Edith Road, Fox Trail, and Farley Rd



Paving Segment 7:

24th Ct N, North of Okeechobee Blvd, West of F Road,

- Proposed length 2,112 feet, 16' crowned,
- Segment to include:
 - Six Seminole style speed tables placed equilaterally between the segment,
 - One Stop Bar,
 - One Tee at the West end of the project.

**Paving Segment 8:**

24th Court North, North of Okeechobee Blvd, East of F Road,

- Proposed length 2,112 feet, 16' crowned,
- Segment to include:
 - One Seminole style speed table placed equilaterally between the segment,
 - One Stop Bar,
 - One Tee at the West end of the project.



Paving Segment 9:

147th Avenue North,

- Proposed length 526 feet, 16' crowned,
- Segment to include:
 - One Stop Bar,
 - One Tee at the West end of the project.



Paving Segment 10:

West D Road, North of Southern Blvd, West of D Rd,

- Proposed length 1,584 feet, 16' Slope to the West,
- Segment to include:
 - One Seminole style speed table placed equilaterally between the segment,
 - Four Stop Bars,
 - Four 18' by 40' aprons located at 245 W D Rd, Tangerine Dr, Temple Dr, 6th Ct N.



Paving Segment 11:

Casey Road, East of F Road, West of Folsom Rd,

- Proposed length 3,820 feet, 20' crowned,
- Segment to include:
 - Three Seminole style speed tables placed equilaterally between the segment,
 - Two Stop Bars,
 - No aprons.

**Paving Segment 12:**

B Road from existing pavement stop to North Road,

- Proposed length 2,640 feet, 18' Sloped to the East,
- Segment to include:
 - Two Seminole Style speed tables placed equilaterally between the segment,
 - One Stop bar,
 - No Aprons.



Paving Segment 13:

North Road from B Road to C Road,

- Proposed length 2,640 feet, 18' Sloped to the South,
- Segment to include:
 - Two Seminole Style speed tables placed equilaterally between the segment,
 - No Stop bar,
 - No Aprons.



IFB # 2024-01**EXHIBIT B****SCOPE OF WORK**

- Mobilization,
- Obtaining Town Permits will be the responsibility of the contractor. NOTE: The Town will not charge contractor permit fees,
- Furnishing and installing of additional base rock - or note for direct purchase by Town,
- Finish & Prime Existing Base rock,
- Leveling at OGEM Section (where necessary),
- Tack at OGEM Section (where necessary),
- 2" SP-12.5, TL-C Asphalt, including 40 ft aprons at intersections,
- Install Seminole Style Speed Tables,
- 6" Solid White Thermoplastic Striping,
- 6" Solid Yellow Thermoplastic Striping (double center line),
- 24" Stop Bars,
- Speed Table Markings.

Not Included

- Engineering, layout and as-builts,
- Clearing, earthwork and/or swale grading,
- Speed table signs.

Other Considerations

- Road width alterations to be requested in writing for approval by the Public Works Director,
- Final quantities and payment of unit priced items to be based upon actual measurement,
- Finishing of existing base is based on that the roadway has sufficient base thickness and width,
- Finishing of existing base includes balancing, scarifying, watering, grading and compacting of base to existing profiles and cross-slope to facilitate an even asphalt pavement depth,
- Prior to initiating work on any individual roadway segment the Contractor shall have consulted with the Project Manager and received the Project Manager's concurrence on the estimated amount of material to be placed on that particular roadway segment.

Other Assumptions

- Number of included mobilizations as well as cost of any additional or paving mobilization(s),
- No other items included or excluded unless specifically stated.

IFB # 2024-01**EXHIBIT C
TOWN'S STANDARD CONTRACT****CONTRACT FOR TOWN FY24 ROAD IMPROVEMENT PROGRAM**

THIS CONTRACT for the Town FY24 Road Improvement Program (“Contract”) is by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and _____, a Florida corporation, with its principal address at _____ (“Contractor”).

WHEREAS, the Town requires a responsible and experienced contractor to provide road prep work, paving, striping, speed tables, and other miscellaneous roadway related construction work services to complete its FY24 Road Improvement Program (“Program”); and

WHEREAS, the Town issued Invitation for Bid No. 2024-01 for the Town FY24 Road Improvement Program (“IFB”) (incorporated herein as if set forth in full) and the Contractor was found to be the lowest responsible, responsive bidder and was awarded the IFB; and

WHEREAS, the Town desires to award the IFB to the Contractor for the Program; and

WHEREAS, the Town finds that awarding the IFB to the Contractor and entering into this contract with the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the Town hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. GENERAL INFORMATION.

1.1 Scope of Work. The Contractor shall provide the Program work as requested by the Town and as required herein. The general nature of the work to be provided by the Contractor under this Contract are construction services for the Program as described in detail in the IFB (including but not limited to its Scope of Work, technical specifications, drawings, etc.) for the Town’s roads included in the “List and Sequencing of Roads to be Improved” attached as **Exhibit A** hereto and incorporated herein. The Town may request work hereunder through the issuance of a notice to proceed (in a form approved by the Town) which may be issued via hand-delivery, email, courier, fax, or mail. The IFB is incorporated herein as if set forth in full herein, and its requirements shall apply to the work performed hereunder, except as otherwise amended by this Contract.

1.2 Contract Documents. The Contract Documents are incorporated herein by reference as if set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract (including the recitals, i.e., whereas clauses, and all exhibits referenced herein or attached hereto), Contractor’s Schedule of Prices and Segment Lump Sum Prices (attached hereto as composite **Exhibit B** and incorporated herein), the IFB (including, but not limited to, the addenda, attachments, exhibits and any plans, drawings, etc. issued herewith), except as amended herein, and any notices to proceed, work orders, purchase orders, change orders and Contract amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the

Contract Documents, the Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Change Orders or Contract amendments
Second Priority:	This Contract
Third Priority:	Notices to Proceed
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid

1.3 **Contract Administrator.** Whenever the term Contract Administrator is used herein, it is intended to mean the Town Manager or designee, Town of Loxahatchee Groves, Florida. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all requests and/or determinations that result in an increase in change in time of completion and/or an increase in the price shall require a formal change order or contract amendment, reviewed by the Town Attorney and executed by the Town Manager or the Town Council (depending on the authority set forth in the Town's Procurement Code).

1.4 **Term.** This Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the term of this Contract shall be through **September 30, 2024**. This Contract may be extended to allow for completion of the Program by a written amendment signed by both parties.

1.5 **Compensation.** The Contractor shall be paid in accordance with the Road Segment Lump Sum Prices and the Schedule of Prices which are attached hereto and incorporated herein as composite **Exhibit B**. All such prices shall remain the same for the Contract term including any extensions. The total Contract price shall not exceed _____ (\$_____.00) unless otherwise approved by the Town Council. The Town is exempt from the payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Town, nor is the Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** The Town will issue a notice to proceed for each segment or for multiple segments, at the discretion of the Town. The time for completion of each segment shall be included in the notice to proceed.

2.2 **Liquidated Damages.** The Town and Contractor recognize that time is of the essence under this Contract and that the Town will suffer financial loss if the work described in the Contract Documents is not completed within the times specified in the applicable notice to proceed. The Town and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified in each notice to

proceed. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town five hundred dollars (\$500.00) for each day that expires after the time specified in the applicable notice to proceed.

Article 3. PAYMENT PROCEDURES.

3.1 **Generally.** The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Program. Contractor's invoices shall be submitted to:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, Florida 33470

The Town's Contract Administrator or designee will review each invoice submitted by the Contractor. If approved, the Town will make payment in accordance with the Contract Documents. If not approved, the Town will notify the Contractor within twenty (20) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 **Direct Purchases.** The Town will direct purchase all rock material needed and provide same to the Contractor for inclusion in the work. Direct purchases by the Town will reduce or eliminate taxes paid on rock material. Direct purchases by the Town will be completed in accordance with Rule 12A-1.094, Florida Administrative Code. To initiate a direct purchase, the Contractor shall transmit an Owner Purchase Order Request to the Town identifying the vendor and material (including delivery requirements) to be purchased directly by the Town to be used in the work, specifically noting the segment of the work for which the material will be used. The Town will issue a purchase order to the vendor, the vendor will invoice the Town directly, and the Town will pay the vendor directly for all direct purchases. All materials directly purchased by the Town for the Project shall be delivered to the work site identified by the Contractor in the Owner Purchase Order Request. The Town will complete the required Certificate of Entitlement for all direct purchases on the form attached hereto as **Exhibit C**. The Contractor shall retain a copy of the Certificate of Entitlement and the associated purchase order as part of its records related to the Project.

3.3 **Payments.** Payment to the Contractor shall be made pursuant to the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, the Town will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract.

3.4 **Substantial Completion.** Upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the

Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

3.5 Final Invoice. Upon final completion and acceptance of the work in accordance with the IFB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Program (if other than the Town), the Contractor shall submit a “final invoice” to the Town. In order for both parties to close their books and records, the Contractor will clearly state “FINAL” on the Contractor’s final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor’s Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.

3.6 Good Faith Disputes. Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

3.7 Final Payment. Final payment shall not become due until the Contractor and all of its subcontractors submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Program.

3.8 Waiver of Claims. Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS.

The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Town. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Contractor shall furnish services in a manner consistent with industry standards and to a level of professional skill generally acceptable in the industry with regard to services of this kind. The Contractor shall comply with all applicable laws in the provision of services under this Contract. The Contractor agrees that it is fully responsible to the Town for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the Town. All of the Contractor’s personnel (and all subcontractors) while on Town premises, will comply with all Town requirements governing conduct, safety, and security. The Town reserves the right to request replacement of any of subcontractor or subcontractor’s personnel furnished by the Contractor upon written notice by Town to Contractor of the cause for such replacement. All work performed by a subcontractor will be at cost to the Town without any mark-up by the Contractor. All subcontractors must provide the same level and type of insurance as required of the Contractor under this Contract prior to commencing any services. The Contractor shall submit the subcontractors’ proof of insurance upon receipt of a notice to proceed.

Article 5. INDEMNITY; INSURANCE.

5.1 **Indemnity.** The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Town, its council, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Town and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Town and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Town shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Town before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Town and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Town, be detrimental in any material respect to the Town's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Town; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. The Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification nor any other provision in the Contract Documents shall be construed as consent to be sued nor as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time. The parties agree that the monetary limits of Section 768.28(5), Florida Statutes, apply regardless of whether such limits would apply in the absence of this clause. The parties hereby agree that the provisions and limitations set forth in Section 768.28, Florida Statutes, are deemed to apply to this Contract to claims or actions in tort and/or contract.

5.2 **Insurance.** Contractor shall obtain and maintain in force at all times during the term of the Contract insurance coverage as required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Certificates shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the Contract.

- A. Commercial general liability, including public and contractual liability insurance with combined single limits in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products.
- B. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- C. Workers' Compensation Insurance including Employer's Liability Insurance coverage with minimum limits of \$1,000,000 bodily injury each accident, bodily injury by disease – policy limit, and bodily injury by disease – each employee for all employees as required by Florida Statutes.

All insurance, other than Workers' Compensation, to be maintained by the selected bidder shall specifically include the "Town of Loxahatchee Groves, its elected officials, employees and representatives" as an "Additional Insured". Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. The Contractor shall agree to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement then the selected 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 where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such a contract on a pre-loss basis. All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. It shall be the responsibility of the Contractor to ensure that all subcontractors, if authorized, comply with the same insurance requirements herein.

Article 6. PUBLIC CONSTRUCTION BOND.

The Contractor must provide the Town with a public construction bond for the scope of work under this Contract in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a certified copy of the recorded bond must be provided to the Town prior to the Contractor providing any services under this Contract. The cost of the bond shall be a direct pass through cost to the Town without any mark-up by the Contractor. If the provisions of the bond require notice to be given to a surety of any change affecting the general scope of work or the provisions of the Contract Documents (including but not limited to the Contract price or times), the giving of any such notice will be Contractor's responsibility. The amount of the bond will be adjusted to reflect the effect of any such change.

The public construction bond shall be on forms attached hereto as **Exhibit D** or substantially similar, as approved by the Town. The bond shall be in an amount not less than the total Contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the Town, a Surety Company shall comply with the following provisions:

- (a) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.
- (b) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (c) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

- (d) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code prior to the Contractor receiving each notice to proceed from the Town for each applicable segment(s).
- (e) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

Article 7. TERMINATION.

7.1 Termination by Town. The Town may terminate this Contract if the Contractor is in default as follows:

- (a) Refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (b) Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (c) Disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) Takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) Fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) Otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving the Contractor and the Contractor's surety (if applicable), three (3) days' written notice, and five (5) days to cure, terminate the Contract and may:

- (a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and,
- (b) Finish the work by whatever reasonable method the Town may deem expedient.

The Contractor and its surety shall be liable for any damage to the Town, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the work is finished. Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

7.2 Termination by the Town for Convenience. The Town may, at any time, terminate the Contract for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall:

- (a) Cease operations as directed by the Town in the notice;
- (b) Take actions necessary, or that the Town may direct, for the protection and preservation of the work; and
- (c) Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work satisfactorily executed, and costs incurred by reason of such termination including termination payments to subcontractors and demobilization costs.

Article 8. MISCELLANEOUS.

8.1 **Successors and Assigns.** The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

8.2 **Changes.** Additional work, changes to the Contract's/notice to proceed's price or time, is subject to the Town's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the scope or time.

8.3 **Headings.** The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

8.4 **Counterparts.** This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

8.5 **Entire Agreement; Amendments; Waiver.** This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

8.6 **Binding Effect.** This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.7 **Applicable Laws; Venue.** This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (c) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an

inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

8.8 **No Third Party Beneficiary.** This Contract shall create no rights or claims whatsoever in any third party.

8.9 **Severability.** If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

8.10 **Effective Date.** The effective date of this Contract is the date the Contract is approved by the Town Council.

8.11 **Public Records.** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under Section 119.011(2), Florida Statutes, specifically agrees to:

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

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 OR DESIGNEE AT (561) 793-2418, TOWNCLERK@LOXAHATCHEEGROVESFL.GOV, or 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

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

8.13 **Palm Beach County Inspector General.** In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Contract may be subject to investigation and/or

audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

8.14 Delays. Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Town. Otherwise, the Contractor shall be entitled only to extensions of the contract times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

8.15 Remedies; Enforcement Costs; Waiver of Jury Trial; No Lien Rights; Limitation of Liability. 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. If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. **EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS.** The Contractor shall have no lien rights regarding any property owned by the Town. The Town shall not be liable to the Contractor for any special, incidental or consequential damages of any kind whether or not caused by the Town's negligence even if the parties have been advised of the possibility of such damages.

8.16 Compliance with Laws. Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the work and under the Contract Documents.

8.17 Ownership of Documents. All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the Town. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the Town all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to Town such instruments of transfer and take such other action that Town may reasonably request, including, without limitation, executing and filing, at Town's expense, copyright applications, assignments and other documents required for the protection of Town's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Program. The Town grants to the Contractor and Contractor's subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's subcontractors in future projects of the Contractor or Contractor's subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's subcontractor's own risk and without any liability to Town. Any modifications made by the Town to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the Contractor will be at the Town's sole risk and without liability to the Contractor.

8.18 **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.

8.19 **Notice.** Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, FL 33470

and to the Contractor as follows:

Either party may amend this provision by written notice to the other party.

8.20 **Conflicts of Interest.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, and the Town of Loxahatchee Groves Code of Ethics for Public Officers. The Contractor further represents that no person having any such conflicting interest shall be employed for said performance. The Contractor shall promptly notify the Town’s representative, in writing, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor’s judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Contractor. The Town agrees to notify the Contractor of its opinion within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Town shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Contractor under the terms of this Contract.

8.21 **Discrimination.** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, Contractor shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

8.22 **Warranty.** Contractor warrants and guarantees to the Town that all work, including but not limited to all equipment, materials, parts and workmanship, will be in accordance with the requirements and technical specifications of the IFB and this Contract and not be defective. Contractor warrants that all materials and parts supplied under this Contract shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies). Contractor warrants that all work performed under this Contract will be free from defects for one (1) year from the final completion of all work. If, at any time prior to the expiration of the one (1) year warranty period, the Town discovers any failure or breach of the Contractor’s warranties or the Contractor discovers any failure or breach of the

Contractor's warranties, the Contractor will, upon written notice from Town or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of Town or its roads. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the Town's notice or the Contractor's discovery of the same, the Town may undertake such corrective action at the Contractor's expense. The Contractor's obligations under this section shall be limited to the cost of repair of the defective condition. The warranties herein are in addition to and not in lieu of any applicable implied warranties.

8.23 Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Contractor certifies that they, their 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.

8.24 Access and Audits. The 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 the Contract Documents. The Town 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 and upon reasonable prior notice, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

8.25 Scrutinized Companies. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Contract, including any and all renewals. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

8.26 E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

- 5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
- 6. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

IN WITNESS WHEREOF, the Town and Contractor have caused this Contract for Town FY24 Road Improvement Program to be executed the day and year last executed below.

TOWN OF LOXAHATCHEE GROVES

Date: _____

By: _____
Laura Danowski, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Town Clerk

Office of the Town Attorney

CONTRACTOR:

[Corporate Seal, if required]

By: _____

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this _____ day of _____, 2024, by _____ [name], as _____ [title] of _____, a _____, authorized to do business in the State of Florida and who is personally known to me or who has produced the following as identification:

[Notary Stamp]

Signature of Notary Public

EXHIBIT C

CERTIFICATE OF ENTITLEMENT FOR DIRECT PURCHASE

The undersigned authorized representative of the Town of Loxahatchee Groves, Florida (Town), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ (Vendor) on or after _____ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to contract # _____ with _____ (Contractor) for the construction of Town FY24 Road Improvement Program, segment _____.

Town affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

Initial each of the following requirements.

- _____ 1. The attached Purchase Order is issued directly to the Vendor supplying the tangible personal property the Contractor will use in the identified public works.
- _____ 2. The Vendor's invoice will be issued directly to Town.
- _____ 3. Payment of the Vendor's invoice will be made directly by Town to the Vendor from public funds.
- _____ 4. Town will take title to the tangible personal property from the Vendor at the time of purchase or of delivery by the Vendor.
- _____ 5. Town assumes the risk of damage or loss at the time of purchase or delivery by the Vendor.

Town affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S. and Rule 12A-1.094, F.A.C., Town will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Town will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony.

Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

Francine Ramaglia, Town Manager

Purchaser's Name (Print or Type) _____ Date

Federal Employer Identification Number: _____
Telephone Number: _____

Copy of the Purchase Order must be attached to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the books and records of the Vendor and the Contractor.

EXHIBIT D

PUBLIC CONSTRUCTION BOND FORM

Record and Return to:

**TOWN OF LOXAHATCHEE GROVES
PAYMENT AND PERFORMANCE BOND
(Pursuant to sec. 255.05, Fla. Stat.)**

Surety Bond No. _____

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

CONTRACTOR:

Name:
Principal Business Address:

Telephone Number:

SURETY:

Name:
Principal Business Address

Telephone Number:

OWNER:

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
(561) 793-2418

CONTRACT: Town FY24 Road Improvement Program

Date:
Amount:
Description (Name and Location):
General Description of Work:

BOND

Date:
Amount:
Modifications to this Bond Form:

BY THIS BOND, we, _____ as Principal, and _____, a corporation, as Surety, are bound to the **Town of Loxahatchee Groves, Florida**, herein called Owner, in the sum of \$ _____ (_____) for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the work set forth in the above noted **Town FY24 Road Improvement Program Contract**, dated _____, 2024, between Principal and Owner, with the Contract and all Contract Documents (as defined in the Contract) being made a part of this Bond by reference and hereafter referred to as the “Contract Documents,” at the times and in the manner prescribed in the Contract Documents; and
2. Promptly makes payments to all claimants, as defined in section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for and in accordance with the Contract Documents; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys’ fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and
4. Performs the guarantee of all work and materials furnished under and in accordance with the Contract Documents for the time specified in the Contract Documents, then this Bond is void, otherwise it remains in full force.

Whenever the Principal is declared by Owner to be in default under the Contract Documents, or whenever the Contract Documents have been terminated by default of the Principal, the Surety shall:

- a. Complete the work under the Contract Documents in accordance with their terms and conditions; or,
- b. Obtain a bid or bids for submission to the Owner for completing the work under the Contract Documents in accordance with their terms and conditions, and upon determination by the Owner and Surety of the best value bidder, arrange for a contract between such bidder and the Owner and make available sufficient funds to pay the costs of completion less the balance of the contract price and other costs and damages for which the Surety may be liable hereunder; but not exceeding the amount set forth above. The term “balance of the contract price” shall mean the total amount payable by the Owner to the Principal under the Contract and any amendments or change orders thereto, less the amount properly paid by Owner to Principal.

The Surety expressly agrees to be bound by all Contract Documents terms and conditions related to liquidated, delay and time or impact-related damages. Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract.

The Surety shall and hereby agrees to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage or expense including reasonable attorneys’ fees, engineering and architectural fees or other professional service which the Owner may incur or which may accrue or be imposed upon Owner by reason of any negligence, default, act and/or omission of the Principal or any of its sub-contractors, agents, servants and/or employees, in, about or on account of the work and performance of the work in accordance with the Contract Documents by the Principal.

The Surety waives all rights against the Owner and its agents and employees for damages or other causes of loss by the Surety’s performance of its obligations under this Bond, including claims by Surety against Owner for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by the Owner as fiduciary.

Any action for payment instituted by a claimant under this Bond must be in accordance with the notice and time limitation provisions in Section 255.05(2) and 255.05(10), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or any changes do not affect Surety's obligation under this Bond and Surety waives notice of such changes. This Bond shall remain in full force and effect through the warranty period provided in the Contract Documents.

Any action brought under this instrument shall be brought in the competent jurisdiction in and for Palm Beach County, Florida.

Dated on: _____

(If sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary only will attest and affix seal).

Signed and sealed this _____ day of _____, 202__.

Witness

Principal

Title

(Corporate Seal)

Witness

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)



Town of Loxahatchee Groves

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793-2420 www.loxahatcheegrovesfl.gov

2024 Paving Plan Addendum – Released – 3/6/2024

The Town of Loxahatchee Groves has received 4 questions regarding the 2024 Paving Plan. The responses are below.

<p>Question 1: Please clarify the striping requirements for the road segments</p> <p>Town Response 1: As stated in the bid Documents, Contractor shall provide 6" solid white thermoplastic striping. This will be placed on the outside of the travel lanes to delineate the edge of pavement. Additionally, the contractor will provide 6" double yellow thermoplastic stripes to delineate the lane. This pattern will apply to the following segments 1, 2, 3, 11, 12, and 13. For the other sections with a width less than 18', a 20' in length, from the stop bar, a 6" double yellow thermoplastic stripes to delineate the lane will be placed.</p>
<p>Question 2: Segment 13 base is existing OGEM, Is the town going to remove the OGEM and replace with base rock?</p> <p>Town Response 2: The town will broom the existing OGEM to remove loose particles. Additionally, the town is planning on infilling the depressions with hot asphalt to raise the road surface prior to paving.</p>
<p>Question 3: Are we to include speed table striping</p> <p>Town Response 3: The proposal shall include the installation of chevrons at the approach to the speed tables at all segments, including roads that are less than 18' in width.</p>
<p>Questions 4: Will the Town accept a PBC Certificate of Competency - Paving Contractor, FDOT Prequalification and/or a State of Florida Underground Utility & Excavation Contractor License(s) in lieu of the General Contractor license requirement</p> <p>Town Response 4: The Town will accept a current PBC Certificate of Competency - Paving Contractor, FDOT Prequalification document or a Licensed General Contractor with applicable experience. The Town cannot accept the State of Florida Underground Utility & Excavation Contractor License as paving is outside of the scope of the license according to their Florida Department of Business and Professional Regulation.</p>

Bid Document Corrections include the following:

1. Page 37 – Segment 1 – should read **20'** not 18',
2. Page 40 – Segment 8 – should read One Tee at the **East** end of the project,
3. Page 41 – Segment 10 – Modify scope for road to be paved **20'** in width from 40' inside 245 W D Rd to 40' past Tangerine Rd.
4. Page 41 – Segment 10 – Modify **two** of the four aprons to be **20'** not 18'. See Item 3.
5. Page 44 – Bullet Point 7 – Should Read **2.5"** SP 12.5 TL-C Asphalt

Sincerely,

Richard Gallant EI
 Director of Public Works
 Town of Loxahatchee Groves, Florida

(B1)

BID PACKAGE COVER SHEET

IFB #2024-01	Project Title: Town FY24 Road Improvement Program
--------------	---

Bidder Company Name:	ATLANTIC SOUTHERN PAVING AND SEALCOATING
----------------------	--

Enclose the following documents:

- ___ 1. Bid Package Cover Sheet (B1)
- ___ 2. Bidder's Minimum Qualifications (B2)
- ___ 3. Bid Form (Road Segment Lump Sum Prices and Schedule of Prices) (B3)
- ___ 4. Substitution Sheet (B4) - If none, mark "none".
- ___ 5. Schedule of Subcontractors (B5) - If none, mark "none".
- ___ 6. Contractor Verification Form (B6) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- ___ 7. List of References (B7)
- ___ 8. Affidavit of Prime Bidder - Non-collusion and Public Entity Crimes (B8)
- ___ 9. Drug-Free Workplace Certification (B9)
- ___ 10. Contractor's Material Suppliers (B10)
- ___ 11. Contractor's Existing and Projected Workload Form (B11)
- ___ 12. Scrutinized Companies Certification Form (B12)
- ___ 13. Conflict of Interest Statement (B13)
- ___ 14. State of Florida E-Verify Form (B14)
- ___ 15. Letter Establishing Bidder's Bonding Capacity (B15)

Clearly mark the outside lower left corner of the Envelope with the Invitation for Bid number and title, and the Date and Time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit ONE (1) ORIGINAL, TWO (2) PHOTOCOPIES AND ONE (1) ELECTRONIC (CD) copy of your Bid package.

AVOID BID REJECTION: All bids must be submitted on the provided Bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the Bidder.

(B2)

IFB # 2024-01

BIDDER'S MINIMUM QUALIFICATIONS

Each Bidder must provide two (2) similar projects within the last thirty six (36) months to satisfy the minimum qualifications requirements. The reference person must be someone who has personal knowledge of the Bidder's and its subcontractor's (if any) performance. The reference person must have been informed that they are being used as a reference so that the Town may check references.

****Please also attach to this form a copy of the required license(s) to establish your minimum qualifications.**

Bidder's Name: ATLANTIC SOUTHERN PAVING AND SEAL COATING, LLC

PROJECT (FIRST PROJECT)

Name of Project: MEADOWS BLVD

Project Location: MEADOWS BLVD BOYNTON BEACH FL 33435

Description of Project: SWALE GRADING, BASE REPAIR, CONCRETE MILL AND PAVE, STRIPING + SIGNAGE

Describe the project construction elements (type of project, roadway, concrete, striping/signage, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

PROJECT CONSISTED OF CONCRETE SIDEWALK + CURB
W 4-5 MEMBER CREWS OVER 90-120 DAYS OCT 23 - JAN 24
ASPHALT - MILLING + PAVING ROADWAY (MEADOWS BLVD)
9 MAN CREW OCT 23 - DEC 23 BASED ON CITY PHASING
SITE WORK - SWALES + BASE REPAIR
4 MAN CREWS OCT 23 - JAN 24
THERMO STRIPING -- 'CAPITAL ASPHALT SUPS' ONLY
SUB ITEM

Description of any Change Orders: _____

Bidder's Name: ATLANTIC SOUTHERN PAVING

Contract Amount: \$558,176

Project Start Date: OCT 9 2023

Project End Date: 1/31/2024

Owner/Contact Name & Title: CARL FRUMENTI PROJECT MANAGER

Phone Number: 561-512-4408

Fax Number:

Email Address: frumentic@bbfl.us

Note: Use an additional sheet with the same format to list other projects as proof of prior experience.

PROJECT (SECOND PROJECT)

Name of Project: SW 8TH ST

Project Location: SW 8TH ST BOYNTON BEACH, FL 33435

Description of Project: MILL AND PAVE, ASPHALT WALK PATH, SIDEWALK, FULL DEPTH REPAIRS

Describe the project construction elements (type of project, roadway, concrete, striping/signage, number of employees used on project, time frame for completion, etc.) completed by the Contractor, Sub-Contractors, and/or Suppliers:

MILL AND PAVE ROADWAY (SW 8TH ST)
9 GUYS DEC 23 - FEB 24 BASED ON CITY PAVING
CONCRETE SIDEWALKS OCT 23 - FEB 24 BASED ON CITY PAVING
FULL DEPTH ASPHALT REPAIR: 5-7 GUYS
THERMO STRIPING "CAPITAL ASPHALT" SUBCONTRACTOR

Description of any Change Orders: _____

Bidder's Name: ATLANTIC SOUTHERN PAVING

Contract Amount: \$ 814,247

Project Start Date: OCT 2023

Project End Date: MAR 2024

Owner/Contact Name: Title: CARL FRUMENTI PROJECT MANAGER

Phone Number: 561-512-4408

Fax Number: _____

Email Address: frumentic@bbfl.us

Note: Use an additional sheet with the same format to list other project as proof of prior experience in the last 36 months (with no more than five (5) projects submitted).

(B3)

BID FORM**IFB # 2024-01**

Proposal of: ATLANTIC SOUTHERN PAVING & SEALCOATING LLC
(Bidder Name)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the unit prices set forth below.

The undersigned Bidder hereby declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The Bidder has carefully and to his/her full satisfaction examined the attached Scopes of Work, terms and conditions, technical specifications, sample contract, form of bonds (as applicable), together with the accompanying plans, if any, and Bidder has read all issued addenda.
3. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
4. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining the required bonds and certificate(s) of insurance and 2) commence obtaining a Certificate of Registration or Business License for engaging in business from the Town, as such documents are required to commence the work.
5. Bidder understands that the time for completion for each segment of the work shall be set forth in the respective notice to proceed. Such time for completion shall begin on the date of the notice to proceed or such other date included therein. Contractor agrees that it shall comply with such timelines.
6. Bidder furthermore agrees that, in case of failure on his/her part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the offer to contract may be withdrawn and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the Town, by forfeit as agreed liquidated damages.
7. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.
9. The successful bidder shall be responsible for ensuring that all debris will be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards. Each site shall be kept free from accumulations of waste materials, rubbish, and other debris.
10. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
11. The following officer, director or agent of the Bidder is also an employee of the Town.

Page 18 of 59

<i>Name</i>	<i>Address</i>
<u>N/A</u>	

12. The following employee(s) of the Town, either directly or indirectly, owns an interest of 10% or more of Bidder or its affiliates or subsidiaries:

<i>Name</i>	<i>Address</i>
<u>N/A</u>	

13. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

14. Bidder acknowledges that ADDENDA NO(S). / have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

15. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

16. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.



Town of Loxahatchee Groves

155 F Road • Loxahatchee Groves, Florida 33470 • (561) 793-2418 Phone • (561) 793-2420 www.loxahatcheegrovesfl.gov

2024 Paving Plan Addendum – Released – 3/6/2024

The Town of Loxahatchee Groves has received 4 questions regarding the 2024 Paving Plan. The responses are below.

Question 1: Please clarify the striping requirements for the road segments
Town Response 1: As stated in the bid Documents, Contractor shall provide 6" solid white thermoplastic striping. This will be placed on the outside of the travel lanes to delineate the edge of pavement. Additionally, the contractor will provide 6" double yellow thermoplastic stripes to delineate the lane. This pattern will apply to the following segments 1, 2, 3, 11, 12, and 13. For the other sections with a width less than 18', a 20' in length, from the stop bar, a 6" double yellow thermoplastic stripes to delineate the lane will be placed.
Question 2: Segment 13 base is existing OGEM, Is the town going to remove the OGEM and replace with base rock?
Town Response 2: The town will broom the existing OGEM to remove loose particles. Additionally, the town is planning on infilling the depressions with hot asphalt to raise the road surface prior to paving.
Question 3: Are we to include speed table striping
Town Response 3: The proposal shall include the installation of chevrons at the approach to the speed tables at all segments, including roads that are less than 18' in width.
Questions 4: Will the Town accept a PBC Certificate of Competency - Paving Contractor, FDOT Prequalification and/or a State of Florida Underground Utility & Excavation Contractor License(s) in lieu of the General Contractor license requirement
Town Response 4: The Town will accept a current PBC Certificate of Competency - Paving Contractor, FDOT Prequalification document or a Licensed General Contractor with applicable experience. The Town cannot accept the State of Florida Underground Utility & Excavation Contractor License as paving is outside of the scope of the license according to their Florida Department of Business and Professional Regulation.

Bid Document Corrections include the following:

1. Page 37 – Segment 1 – should read 20' not 18',
2. Page 40 – Segment 8 – should read One Tee at the East end of the project,
3. Page 41 – Segment 10 – Modify scope for road to be paved 20' in width from 40' inside 245 W D Rd to 40' past Tangerine Rd.
4. Page 41 – Segment 10 – Modify two of the four aprons to be 20' not 18'. See Item 3.
5. Page 44 – Bullet Point 7 – Should Read 2.5" SP 12.5 TL-C Asphalt

Sincerely,

Richard Gallant EI
Director of Public Works
Town of Loxahatchee Groves, Florida

ROAD SEGMENT LUMP SUM PRICES

(B3 cont'd)

<i>Paving Segment</i>	<i>Location</i>	<i>Price per Segment*</i>
1	Gruber Road from C Road to D Road	
2	East Citrus Drive from E Road to F Road	120,133
3	161 st Terrace North from A Road to End	132,037
4	Global Trail from North Road to End	473,965
5	West C Road from Forest Ln to Robert Way	107,064
6	Kerry Lane, South of Okeechobee Road, West of F Road	77,673
7	24 th Ct N, North of Okeechobee Blvd, West of F Road	79,563
8	24 th Court North, North of Okeechobee Blvd, East of F Road	98,129
9	147 th Avenue North	73,452
10	West D Road, North of Southern Blvd, West of D Rd	26,594
11	Casey Road, East of F Road, West of Folsom Rd	89,865
12	B Road from existing pavement stop to North Road	187,878
13	North Road from B Road to C Road	115,376
		112,265

Total Bid Amount: _____ \$ 1,696,994

***Award will be based on Total Bid Amount plus the unit price for mobilization. Please be aware that the lump sum price for each segment SHALL NOT INCLUDE THE MOBILIZATION UNIT PRICE which shall be added for each Notice to Proceed issued for one or more segments. Each road segment lump sum price will be based upon the unit prices included in the Schedule of Prices (other than mobilization as mentioned above).**

SCHEDULE OF PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work required in the Scope of Work for the Road Segment Lump Sum Prices (B3) and for mobilization. In the event additional work is added and/or removed to this contract by Change Order, the following unit prices will be utilized (as applicable).

No.	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	Mobilization	Each	\$ 3500
2	Finish Baserock	Square Yard	\$ 5.28
3	Prime Baserock	Square Yard	\$ 1.60
4	2.5" 2" SP-12.5 Asphalt	Square Yard	\$ 23.45
5	6" White Thermoplastic Stripe	Linear Feet	0.94
6	6" Yellow Thermoplastic Stripe	Linear Feet	0.94
7	Seminole Speed Table	Each	\$ 73.15
8	24" Stop Bar	Each	\$ 84
9	Speed Table Pavement Marking (Chevrons)	Each	\$ 1.60
10	Permitting	Each	\$ 800
11	OGEM Leveling	Square Yard	\$ 5.28

***The Contractor agrees to charge the Town for one mobilization unit for each notice to proceed issued even if such notice to proceed includes more than one segment. Further, the Contractor agrees that if the Contractor receives a subsequent notice to proceed near the location of the existing work, no mobilization fee shall be charged for the subsequent notice to proceed.**

Name of Firm: ATLANTIC SOUTHERN PAVING + SEALCOATING LLC

HQ Address: 6301 W. SUNRISE BLVD ST FL Zip 33313

Phone: (954) 581-5805 Email: terry@atlanticsouthernpaving.com

FEIN: 65-0350132 State of Incorporated: FL

Print Name: TERRY SMITH Title: COO

SIGNATURE:  Date: 3/13/24

Sales Office: 6301 W SUNRISE BLVD ST FL Zip 33313

Sales Contact Name: MIKE DEVER Title: ACCOUNT MANAGER

Phone: (954) 787-3129 Email: mdevere@atlanticsouthernpaving.com

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

(B4)

IFB # 2024-01

SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any IFB requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan.

Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR MAKE BID ITEM NO. SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

IFB # 2024-01

(B5)

SCHEDULE OF SUBCONTRACTORS

The following is a complete list of all sub-contractors utilized for this project:

		Dollar amount of subcontract work
1.	<u>CAPITAL ASPHALT SERVICES</u> (company name)	<u>STRIPING</u> (type of work)
	<u>590 GOOLSBY BLVD DEERFIELD BEACH</u> (address)	<u>561-413-7955</u> (tel. #)
	<u>33442</u> (zip code)	<u>86-3676074</u> (federal I.D. #)
2.	_____	_____
	_____	_____
	_____	_____
3.	_____	_____
	_____	_____
	_____	_____


\$ 133,000

\$ _____

\$ _____

Total dollar amount to be awarded to sub-contractors (this page) \$ 133,000

* The Bidder shall submit for the Town's review and approval, as part of his/her bid submission, a sample copy of its company's daily reporting format for reporting the progress of construction. This format shall include but not be limited to the detailing of all labor, equipment and materials used in the construction of the project along with the areas worked, type of work performed, problems encountered and daily weather conditions at the work areas. Please attach sample of daily reporting format to this page.

Authorized Signature: 

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Town for approval prior to that subcontractor performing any work.

(B6)

IFB # 2024-01

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC

Address: 6301 W SUNRISE BLVD
SUNRISE FL 33313

Telephone: (954) 581-5805

Fax: () 581-0465

Email: _____

CONTRACTOR OF RECORD:

Name: TERENCE D SMITH

Address: 6301 W. SUNRISE BLVD

Telephone: (954) 581-5805

Email: terry@atlanticsouthernpaving.com

State License # LC 1530052 (ATTACH COPY)

County License # _____ (ATTACH COPY)

Type of License: GENERAL CONTRACTOR

Unlimited (yes/no)

If "NO", Limited to what trade? _____

Is the Licensee a full-time employee of Prime Bidder?
 Yes _____ No

Will the Licensee be in responsible charge of the work performed and installed under this contract?
 Yes _____ No

Failure to fully or accurately complete this form may be cause for rejection of the bid.

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



SMITH, TERENCE

ATLANTIC SOUTHERN PAVING AND SEAL COATING, LLC
6301 W SUNRISE BLVD
SUNRISE FL 33313

LICENSE NUMBER: CGC1530052

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.

(B7)

IFB # 2024-01

LIST OF REFERENCES

1. Owner's Name & Address: CARL FRUMENTI
CITY OF BOYNTON BEACH 100 E OCEAN AVE B6 FL
33425
 Project: MULTIPLE

Contact Person: CARL FRUMENTI
 Telephone: (561) 742-6238 Fax: () _____ E-Mail: frumentic@bbf1.us

2. Owner's Name & Address: HAAG MANAGEMENT
2295 NN CORP BLVD, SUITE 138

Project: DESTON PARK OF COMMERCE, ARVIDA PARK OF COMMERCE

Contact Person: _____
 Telephone: (561) 241-0255 Fax: () _____ E-Mail: dhaagehaagcompanies.com

3. Owner's Name & Address: CITY OF MARGATE

Project: Multiple

Contact Person: RANDY DANIEL
 Telephone: (954) 767-7763 Fax: () _____ E-Mail: rdaniel@margatefl.com

(B8)

IFB # 2024-01

AFFIDAVIT OF PRIME BIDDER
Non-collusion and Public Entity Crime

State of FL }
County of Broward }

Terry Smith, being first duly sworn, disposes and says that:
(Name)

1. I am the COO of Atlantic Southern Paving, the Bidder that has submitted the attached bid;
(Title) (Name of Company)
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Loxahatchee Groves (the "Town"), or any person interested in the proposed Contract; and
5. The following Officer, director or agent of Bidder is also an employee of the Town. None (if none, write "None").
6. The following employees of the Town, own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: None (if none, write "None").
7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) Terry Smith

(Print Name) TERRY SMITH

(Title) COO

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me by means of physical presence or online notarization, this 13 day of March, 2024, by Terry Smith, who is COO (title) of Atlantic Southern and who is personally known to me or who has produced _____ as identification.

CMO

Notary Public



(B9)

IFB # 2024-01

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 287.087, Florida Statutes, whenever two or more bids (includes proposals) are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid 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 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, 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 5 days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of Atlantic Southern Paving
I certify that Atlantic Southern complies fully with the above requirements.

Terry Smith
Authorized Representative's Signature

3/13/24
Date

TERRY SMITH
Name:

COO
Position:

(B10)

IFB # 2024-01

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.

Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax
RANGER	SP-12.5	839,654	INCL
PRIME MASTERS	PRIME	30,200	INCL

(B11)

IFB # 2024-01

CONTRACTOR'S EXISTING AND PROJECTED WORKLOAD FORM

List all major construction projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.

Failure to fully and accurately complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date
Villas at Lyndham LAKES			531,385	80%	4/30/24
Lyons Rd - Delray			\$1.7m	85%	12/30/24
Isles at Wellington			870K	5%	6/2024
51 Carwash			341K	3%	7/31/24
Sunrise Lakes			753K	94%	4/2024

IFB # 2024-01

(B12)

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Terry Smith, on behalf of Atlantic Southern Paving (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor and its subcontractors are not on the Scrutinized Companies that Boycott Israel List nor is the Contractor or its subcontractors engaged in a boycott of Israel.
3. The Contractor and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
4. If awarded a contract, the Contractor and its subcontractors agree to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Town of the same.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the entire term of any resulting contract, including any and all renewals.
7. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate any resulting contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are in violation of these provisions or the statute during the term of any resulting contract including any renewals.

CONTRACTOR:

By: Terry Smith

Date: 3/13/24

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 13 day of March, 2024, by Terry Smith, who is the COO of Atlantic Southern Paving, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Printed Name of Notary Christina Duany
My Commission expires: 3/13/25



(B13)

IFB # 2024-01

CONFLICT OF INTEREST STATEMENT

This Invitation for Bid (IFB) is subject to the conflict-of-interest provisions of the policies and Code of Ordinances of the Town of Loxahatchee Groves, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the Town any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the Town.

CHECK ALL THAT APPLY.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Town of Loxahatchee Groves Code of Ethics for Public Officers, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this IFB as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID OR IN THE IMMEDIATE CANCELLATION OF YOUR CONTRACT, IF ONE IS ENTERED INTO.

By: Terry Smith Date: 3/13/24

Print Name: TERRY SMITH

Title: COO

Company Name: ATLANTIC SOUTHERN PAVING

(B14)

IFB # 2024-01

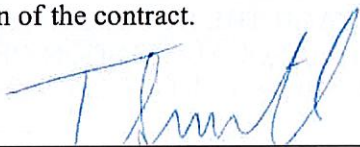
STATE OF FLORIDA E-VERIFY FORM

Contract No:
Financial Project No(s):
Project Description:

Contractor acknowledges and agrees to the following:

Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the resulting contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under the contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of the contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the contract; and
6. Be aware that if the Town terminates the contract under Section 448.095(5)(c), Florida Statutes, Contractor may not be awarded a public contract for at least 1 year after the date on which the contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the contract.

Authorized Signature: 

Company/Firm: ATLANTIC SOUTHERN PAVING

Print Name: TERRY SMITH

Title: COO

Date: 3/13/24

(B15)

IFB # 2024-01

LETTER ESTABLISHING BIDDER'S BONDING CAPACITY



March 13, 2024

Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

RE: Atlantic Southern Paving and Sealcoating, LLC- Bonding Capability Letter
Project: IFB # 2024-01; Town FY24 Road Improvement Program

To Whom it May Concern:

Atlantic Southern Paving and Sealcoating, LLC is bonded by Lockton. The surety for Atlantic Southern Paving and Sealcoating, LLC Arch Insurance Company (AM Best A+ / XV). Arch Insurance Company is licensed and authorized to write bonds in all 50 states. The line of credit available to Atlantic Southern Paving and Sealcoating, LLC stands at \$3,000,000.00 single job, but are open to considering larger bonds, with an aggregate limit of \$15,000,000.00.

We continue to be confident in the ability of Atlantic Southern Paving and Sealcoating, LLC to perform and we recommend them for your favorable consideration. The issuance of any bonds is a matter between our client and Lockton Companies, LLC. Atlantic Southern Paving and Sealcoating, LLC and Lockton Companies, LLC assume no liability to third parties or to you in conjunction with this letter. This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is issued only as a bonding reference, as requested by our client.

We highly recommend Atlantic Southern Paving and Sealcoating, LLC to you. They are well managed, financed, and truly capable of meeting your requirements. If you have any questions regarding this letter, do not hesitate to call.

Sincerely,


Stephen A. Vann

Attorney-In-Fact, Arch Insurance Company



11014

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Bradley Mapes, Oana Dimulescu, Sarah C. Belcastro, Shana Kae Meyer and Stephen A. Vann of Atlanta, GA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3rd day of January, 2024.

Attested and Certified

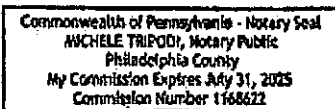
Regan A. Shulman, Secretary



Arch Insurance Company
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 3, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

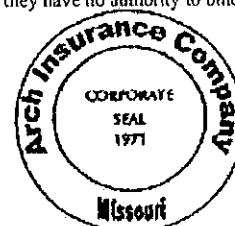
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 13th day of March, 2024.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Atlantic Southern Paving and Sealcoating
6301 W. Sunrise Blvd. Sunrise, FL 33313

as Principal, hereinafter called the Principal, and Arch Insurance Company
Harborside 3, 210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107

a corporation duly organized under the laws of the State of Missouri (MO)
as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Loxahatchee Groves
155 F Road Loxahatchee Groves, FL 33470



as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ _____ 5% _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for IFB # 2024-01; Town FY24 Road Improvement Program

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of March, 2024

<p>(Witness)</p> <p> (Witness) Oana Dimulescu</p>	<p>Atlantic Southern Paving and Sealcoating (Principal) (Seal)</p> <p>By: _____ (Title)</p> <p>Arch Insurance Company (Surety) (Seal)</p> <p>By:  Attorney-in-Fact Stephen A. Vann (Title)</p>
--	--



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Bradley Mapes, Oana Dinulescu, Sarah C. Belcastro, Shana Kae Meyer and Stephen A. Vann of Atlanta, GA (EACH)

its true and lawful Attorney-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED. That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED. That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3rd day of January, 2024.

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary

STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS

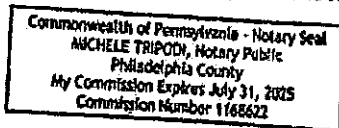


Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 3, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 12th day of March 20 24.

Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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.
Atlantic Southern Paving and Sealcoating LLC

2 Business name/disregarded entity name, if different from above

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.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

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.

Other (see instructions) ▶

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) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6301 West Sunrise Blvd.,

6 City, state, and ZIP code
Sunrise, FL 33313

7 List account number(s) here (optional)

Requester's name and address (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

6	5	-	0	3	5	0	1	3	2
---	---	---	---	---	---	---	---	---	---

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 ▶

Date ▶ 03/13/2024

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.

This Page Is Blank Intentionally

PAGES 135 – 142 HAVE BEEN REMOVED

This Page Is Blank Intentionally



155 F Road Loxahatchee Groves, FL 33470

Item No. # 12

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: April 2, 2024
SUBJECT: Discussion of Ordinance No. 2024-03 regarding uniform requirements for Town Advisory Boards

Background:

Over the years, the Town Council has adopted several resolutions dealing with various Town advisory boards, including, but not limited to, the Scholarship Fund Committee, Charter Review Committee, Unified Land Development Code Review Committee, Finance Advisory and Audit Committee, and the Roadway, Equestrian Trails and Greenway Advisory Committee. Each resolution provides for the composition, term, appointment procedure, removal, etc. To ensure consistency and a more efficient procedure, the Town Attorney has drafted Ordinance No. 2024-03, an advisory board ordinance that applies to all Town advisory boards, committees, and commissions unless otherwise set forth in the Code.

The ordinance provides uniformity for its advisory boards in composition, quorums, eligibility, appointment, terms, removal, vacancies, officers, procedures, and meetings. The ordinance also provides the Town Council with the authority to adopt other resolutions (or ordinances) that address the particular qualifications for members of each board and the time and frequency of meetings. It provides for an application process for potential board members, and the Town Council will review the applications and vote on the members and alternates for each board. Board members will serve two year staggered terms and will continue to serve until successors are appointed.

Recommendation:

The Town Council review and discuss proposed Ordinance No. 2024-04 regarding Town Advisory Boards and to make any changes to prepare the ordinance for first reading.

This Page Is Blank Intentionally

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING CHAPTER 2 “ADMINISTRATION”, ARTICLE VII “TOWN ADVISORY BOARDS” TO PROVIDE FOR APPLICABILITY, COMPOSITION, QUORUM, ELIGIBILITY, QUALIFICATIONS, APPOINTMENT, TERMS, REMOVAL, VACANCIES, OFFICERS, COMPENSATION, AND PROCEDURES REGARDING TOWN ADVISORY BOARDS; REORGANIZATION AND REVISIONS TO CHAPTER 34 PLANNING AND DEVELOPMENT TO ENSURE COMPLIANCE WITH NEW TOWN ADVISORY BOARD ARTICLE AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves wishes to adopt an ordinance to address its advisory boards, including but not limited to their composition, qualifications, appointment, terms, removal, and vacancies; and,

WHEREAS, the Town wishes to ensure that all Town advisory boards comply with the new ordinance and that advisory board provisions throughout the Town’s Code of Ordinances and Unified Land Development Regulations are consistent with the same; and

WHEREAS, the Town Council finds it is in the best interest of the Town to adopt this Ordinance and that said Ordinance serves a public purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2. The Town Council for the Town of Loxahatchee Groves hereby adopts Chapter 2 “Administration”, Article VII “Town Advisory Boards” as follows:

ARTICLE VII. – TOWN ADVISORY BOARDS

Sec. 2-180. - Applicability.

(a) Unless otherwise provided for in this Code, all town advisory boards, committees and commissions (collectively, hereinafter “advisory board” or “board”) shall comply with the provisions set forth in this Article. To the extent permitted by law, this Article shall also apply to the planning and zoning board.

(b) All meetings, records, and files of advisory boards shall be open and available to the public, as required by Chapter 119, Florida Statutes, Chapter 286, Florida Statutes, and any other applicable law.

(c) Pursuant to section 120-005 of the town's Unified Land Development Code, Article 120 "Quasi-Judicial Hearings" shall apply to all town advisory boards which hold quasi-judicial hearings.

(d) All advisory board members shall be subject to applicable sections of Chapter 112, Florida Statutes, Palm Beach County Code of Ethics, and Town of Loxahatchee Groves Code of Ethics for Public Officers set forth in Chapter 2 "Administration," Article III "Officers and Employees," Division 2 "Code of Ethics."

Sec. 2-181. - Composition; quorum.

(a) Town advisory boards shall be comprised of five members. All members shall be appointed in accordance with the procedures set forth in section 2-183.

(b) Three members in attendance at a meeting shall constitute a quorum of the advisory board, and official action shall be taken by the board by a majority vote of the members present.

(c) In its discretion, the town council may provide, by resolution or ordinance, that a particular advisory board will be composed of fewer than five members. A quorum for such a board shall be equal to the majority of the members of the board.

Sec. 2-182. - Eligibility and qualifications of town advisory board members.

Unless otherwise provided for in this Code or the Florida Statutes, as may be amended from time to time, all members of the advisory boards shall be residents and registered voters of the Town of Loxahatchee Groves. The town council may, by resolution or ordinance, adopt qualifications specific to the particular board. The town council shall be the sole judge of the qualifications of its advisory board members and may delegate to staff the verification of each proposed appointee's qualifications.

Sec. 2-183. - Appointment process.

Each member of the town council shall nominate a qualified individual to each advisory board, and staff shall prepare a resolution to appoint all such nominees as required by Section 4, subsection (7) of the charter.

Sec. 2-184. - Terms of appointees; removal; vacancy.

(a) Each member appointed to an advisory board shall serve an unspecified term but no longer than concurrent with the term of the appointing member of the town council.

(b) Advisory board members shall serve at the pleasure of the appointing member of town council and the town council. Advisory board members may be removed without cause by the appointing member of town council. Advisory board members may also be removed with cause by a majority vote of the members of the town council present at any publicly noticed meeting for inefficiency, neglect of duty or misconduct in office only after a hearing before town council and only if the advisory board member has been given a copy of the charges at least ten (10) days prior to the hearing and has had an opportunity to be heard in person or by counsel. Staff will notify applicable town council members regarding their respective appointee's absence from any advisory board meetings.

(c) An advisory board member will automatically forfeit his or her position: (i) if convicted of a felony while a member of the board; (ii) if he or she has three consecutive absences; or (iii) he or she is no longer a resident of the town.

(d) In the event of a vacancy on an advisory board, the member of town council whose appointment is vacant shall appoint a replacement for the unexpired term in the same manner as provided in section 2-183.

Sec. 2-185. - Officers.

Each advisory board shall have a chairperson and vice-chairperson and such other officers as the board shall deem necessary. Unless otherwise provided for herein, officers of the board shall be elected by a majority vote of the membership of the board at its first meeting after the members' initial appointments, and annually thereafter. A member of the board may be elected to serve as an officer without restriction as to the number of terms served.

Sec. 2-186. - Compensation.

Advisory board members shall serve without compensation. If authorized by the town council, reasonable expenses which are incurred in the performance of their duties may be reimbursed to the members. The payment of such expenses shall be in accordance with Chapter 112, Florida Statutes and any applicable town policy.

Section 2-187. - Procedures; meetings; agendas; decisions; staff; attorney.

(a) Each board shall conduct its business in accordance with Robert's Rules of Order and any applicable rules of procedure adopted by resolution of the town council. The actions, decisions, and recommendations of each board shall be advisory only.

(b) Each board shall meet on an as-needed basis, as determined by the town council or the town manager.

(c) Each board shall have an official agenda for its regular meetings which shall determine the matters of business to be considered at each meeting and the order in which such items shall be presented. Preparation of the agenda shall be the responsibility of the town manager.

(d) Decisions of the board shall be determined by motions duly made and seconded and carried by a majority vote of the members present. Minutes shall be kept of all meetings and proceedings and shall include and state the vote of each member on each question. The motion shall state the reason upon which it is made, and such reason shall be based upon the prescribed guides and standards applicable to the subject matter and/or the particular advisory board. Copies of the agenda, together with copies of documents and papers relative thereto, shall be made available for review by board members in the town hall as far in advance of the meeting as time for preparation will permit.

(e) The town council or the town manager shall determine on a case-by-case basis whether a board requires the services of a secretary to perform such tasks as recording the meeting, taking minutes, and preparing the agenda. Otherwise, the board will select one of its members to perform such duties.

(f) The town attorney will provide legal representation to an advisory board at the request of the town manager.

Section 2-188. - Advisory board resolutions, ordinances.

Resolutions regarding advisory boards that remain in effect as of the date of the adoption of this ordinance shall remain valid but only as to those provisions not in conflict with this article. The town council may adopt resolutions or ordinances from time to time to address specific qualifications, duties, or other desired provisions for individual town advisory boards as long as such resolutions do not conflict with this article.

Section 3. The Town Council for the Town of Loxahatchee Groves hereby reorganizes, and amends Chapter 34 "Planning and Development" as follows:

Chapter 34 – PLANNING AND DEVELOPMENT

ARTICLE I. – IN GENERAL

~~Sec. 34-1. – Reserved. Designation of the planning and zoning board the as local planning agency and the town council as the land development regulation commission.~~

~~(a) — The Town Council of the Town of Loxahatchee Groves hereby designates the planning and zoning board as the local planning agency for the Town of Loxahatchee Groves pursuant to F.S. § 163.3174(1). A nonvoting representative of the School District of Palm Beach County shall also be included in the town's land planning agency for the purpose of reviewing applications that would increase the residential density of the subject property pursuant to F.S. § 163.3174(1).~~

~~(b) — The town council will continue to serve as the land development regulation commission, as defined in F.S. § 163.3164, for the town.~~

~~(c) — The planning and zoning board shall have the authority to hear and make recommendations on rezoning applications.~~

~~(d) — The planning and zoning board shall have the authority to hear and make recommendations on Unified Land Development Code amendments but, as of the effective date of this ordinance, only upon referral of such proposed amendments by the town council.~~

* * *

ARTICLE II. – LOCAL PLANNING AGENCY; LAND DEVELOPMENT REGULATION COMMISSION; AND PLANNING AND ZONING BOARD

Sec. 34-25. – Designations and general authority.

(a) As of October 13, 2019, the Town Council of the Town of Loxahatchee Groves designated the planning and zoning board as the local planning agency for the Town of Loxahatchee Groves pursuant to F.S. § 163.3174(1). A nonvoting representative of the School District of Palm Beach County shall also be included in the town's local planning agency for the purpose of reviewing applications that would increase the residential density of the subject property pursuant to F.S. § 163.3174(1). Failure of the School District to make such appointment after notice from the Town and/or the failure of the appointed School District representative to

Commented [J1]: FYI: Subsections (a) and (b) were taken from Section 34-1 other than the new addition of "October 13, 2019" (date prior ordinance was adopted) and some minor grammatical changes.

attend agency meetings shall not be deemed a failure of the Town to comply with this requirement nor shall it delay the agency's authority to take official action. Pursuant to F.S. § 163.3174(1), the Town will provide opportunities for involvement by applicable community college boards by inviting each board to send a representative to attend agency meetings and make comments on appropriate items.

(b) The town council will continue to serve as the land development regulation commission, as defined in F.S. § 163.3164.

Sec. 34-25. Composition and term of office.

- ~~(a) The planning and zoning board shall be composed of five members, and two alternate members placed in office in accordance with the following procedure:~~
- ~~(1) Each member of the town council shall nominate a qualified person for appointment to the planning and zoning board by the town council, to serve one-year terms.~~
 - ~~(2) Two alternate members, designated as Alternate No. 1 and Alternate No. 2, shall be appointed by the town council each year to serve one-year terms. Alternate members may participate in all matters that come before the board at meetings at which they attend. However, alternate members may only vote as members of the board, in their designated order, whenever any regular member of the board is absent.~~
- ~~(b) Members of the planning and zoning board shall be appointed from the residents of the town who shall be knowledgeable concerning the functions of municipal government, planning and zoning matters and municipal development, as well as, from professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors, however, the town council may appoint one member, including alternates, who is a non-resident landowner. Board members shall hold no other town office or position.~~
- ~~(c) Three members of the planning and zoning board who are in attendance shall constitute a quorum for purposes of convening a meeting and transacting the business at hand.~~
- ~~(d) Vacancies on the planning and zoning board shall be filled by appointment by the town council for the unexpired term of the membership vacated. Nomination for~~

Commented [J2]: FYI: Except for the qualifications set forth in subsection (b) (moved to Section 34-26(a)), subsections (a) through (g) were removed because the new advisory board article addresses these provisions.

~~such appointment shall be made by the council member who nominated the vacating board member; except that if an alternate member should vacate his position, any member of the town council may nominate a qualified person for appointment to such position, which must be approved by the town council.~~

~~(e) The town council shall have the authority to remove any member of the planning and zoning board from his office for cause whenever, after due notice of hearing at a regular or special meeting of the town council, a majority of the council votes for such removal. Causes for removal shall include absence from two consecutive board meetings without valid excuse as determined by the planning and zoning board.~~

~~(f) Compensation. The members of the planning board shall serve without compensation but shall be reimbursed for any expenses authorized by the town council, which may be incurred in the performance of their duties.~~

~~(g) Organizational meeting. The initial organizational meeting of the board shall occur at the first meeting of the board following the appointment of board members by the town council. Thereafter, the board meeting in May of each year shall be designated an organizational meeting for the purpose of electing a chairman and vice chair, who shall be elected for terms of one year by the board from its membership.~~

Sec. 34-26. – Provisions particular to the planning and zoning board. ~~Business meetings and procedures.~~

(a) ~~The conduct of planning and zoning board business and holding of hearings shall be governed by Robert's Rules of Order and such other rules of procedure as the town council may determine to be necessary.~~ Qualifications. Members of the planning and zoning board shall be knowledgeable concerning the functions of municipal government, planning and zoning matters and municipal development, as well as have professions associated with development, including, without limitation, architects, planners, attorneys, engineers, and contractors. Board members shall hold no other town office or position; however, this does not preclude the board member from participating on another Town advisory board.

(b) Meetings. The board shall meet once each month for the transaction of its business, provided that a meeting may be cancelled by the town manager when no business is pending.

Commented [J3]: FYI: This language was taken from Section 34-25(b).

Special meetings may be called by the town manager when, in the opinion of the town manager, there are conditions of such urgency as to justify a special meeting, provided that at least 48 hours' notice shall be given each member prior to the time set for such special meeting and that any statutory or town code notice timeframes are met. The board may schedule additional meetings as it deems necessary to conduct its business, training and other related matters.

(c) Staff. The town's planner shall advise and assist the board in all of its presentations, hearings, and deliberations on matters pertinent and relative thereto. The board, through its chairman, may call upon any department, agency, or officer of the town for information or advice in the promotion of its work.

Commented [J4]: FYI: This language comes from Section 34-27 which was deleted.

Sec. 34-27. - Administrative assistance.

~~(a) The town manager shall provide such staff and clerical assistance as the planning and zoning board may require for the reasonable performance of its duties, including a recording secretary. The town's planner shall advise and assist the board in all of its presentations, hearings, and deliberations on matters pertinent and relative thereto.~~

Commented [J5]: FYI: This sentence was deleted because the new advisory board article addresses the use of staff. The remainder of Section 34-27(a) and (b) were moved to Section 34-26, and 34-27(c) was moved to Section 2-187 because it applies to all advisory boards.

~~(b) The board, through its chairman, may call upon any department, agency, or officer of the town for information or advice in the promotion of its work.~~

~~(c) The town attorney shall provide legal representation to the board at the request of the town manager.~~

Sec. 34-278. - Powers and duties.

(a) The planning and zoning board shall hear and make recommendations to the town council as to findings of fact on applications for:

- (1) Rezoning applicants.
- (2) Zoning ordinance amendments.
- (3) Site plans.
- (4) Conditional uses.
- (5) Special exceptions permitted within each zoning district.
- (6) Variances.
- (7) Administrative appeals.
- (8) Special permits and nonconforming uses.

(9) Any other planning or zoning related matter referred to it by the town council.

(b) After hearing any of the above applications, the board may recommend appropriate conditions, restrictions, limitations and safeguards it deems necessary, consistent with applicable law.

(c) The planning and zoning board shall have the authority to hear and make recommendations on Unified Land Development Code amendments but, as of October 13, 2019, only upon referral of such proposed amendments by the town council.

~~(d)~~ The board shall perform such other duties and special assignments as may be directed by the town council.

Sec. 34-29. - Planning and zoning board advisory only.

The actions, decisions and recommendations of the planning and zoning board shall not be final or binding on the town council but shall be advisory only.

Section 4: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5: Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 6: Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 7: Effective Date. This ordinance shall take effect immediately upon adoption.

Councilmember _____ offered the foregoing ordinance on first reading.

Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

_____	COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ___ DAY OF _____ 2024.

Councilmember _____ offered the foregoing ordinance on second reading. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

		<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
_____	MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____ 2024.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST: _____
Mayor

Town Clerk Vice Mayor

APPROVED AS TO LEGAL FORM: _____
Councilmember

Office of the Town Attorney Councilmember

Councilmember



155 F Road Loxahatchee Groves, FL 33470

Item No. 13

TO: Town Council of Town of Loxahatchee Groves

FROM: Town Attorney's Office

VIA: Francine L. Ramaglia, Town Manager

DATE: April 2, 2024

SUBJECT: Discussion on Rules of Procedure

Background:

At its regular meeting on March 5, 2024, Town Council directed staff to bring back proposed changes to its Rules of Procedure. The Town's adopted Rules of Procedure are in Sections 2-22 and 2-23 of the Town's Code of Ordinances (adopted in 2008) and supplemented by the Town Council Rules of Order and Procedure that were adopted by Resolution No. 2019-65. Town Council also adopted Resolution No. 2015-18, which sets out the Rules of Procedure for Advisory Boards.

The proposed revisions to Sections 2-22 and 2-23 of the Code are presented in Ordinance format and include:

- Moving language related to special meetings from Section 2-23(l) to Section 2-22(c)
- Modifying Section 2-23(b) to acknowledge rules of procedure adopted by Resolution of Town Council
- Modifying Section 2-23(e) to allow the time of Town Council meetings to be set by Resolution of Town Council
- Modifying Section 2-23(g) to change "citizen requests" to "public comment" and provide for the rules related to public comment to be adopted by Resolution of Town Council
- Modifying Section 2-23(k) to clarify how the Code applies to advisory boards

The proposed revisions to Town Council's Rules of Order and Procedure are presented using strikethrough and underline where the struck-through language is proposed for deletion and the underlined language is proposed for addition and include:

- Modifying Rule 2 regarding the time of meetings, correcting the time meetings start, deleting inconsistent language regarding continuation of meetings, and adding language deleted from Section 2-23(e) of the Code regarding items not considered during a meeting due to time constraints



155 F Road Loxahatchee Groves, FL 33470

- Modifying Rule 7 regarding public comment, requiring a comment card be submitted, stating that written comments will not be read into the record, adding a prohibition on politicking, a portion of paragraph 7.5 was moved to 7.7 to accommodate this addition
- Modifying Rule 16 regarding Council Member comments, allowing for official action to be taken upon consent of Council, adding a prohibition on politicking

The Rules of Procedure for Advisory Boards are amended to add a prohibition on politicking.

Recommendation:

Move that Town Council review the proposed revisions and give staff direction.

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “TOWN COUNCIL” TO REORGANIZE ITS PROVISIONS, TO PROVIDE FOR ADOPTION BY RESOLUTION OF SUPPLEMENTAL RULES OF PROCEDURE, DECORUM, AND ORDER FOR MEETINGS OF THE TOWN COUNCIL AND TOWN BOARDS, AND TO REPLACE REFERENCES TO CITIZEN REQUESTS WITH REFERENCES TO PUBLIC COMMENTS; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 5 of Charter of the Town of Loxahatchee Groves, Florida, authorizes the Town Council to determine times and places and its own rules and order of business for the conduct of meetings of the Town Council; and

WHEREAS, Chapter 2, Article II of the Code of Ordinances provides rules of procedure, decorum, and order for meetings of the Town Council and Town boards; and

WHEREAS, the Town Council wishes to amend Chapter 2, Article II, to remove outdated provisions and provide for the adoption by resolution of supplemental rules of procedure, decorum, and order; and

WHEREAS, the Town Council finds it is in the best interest of the Town to adopt this Ordinance and that said Ordinance serves a public purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2: The Town Council for the Town of Loxahatchee Groves hereby amends Chapter 2 “Administration”, Article II “Town Council” as follows:

Sec. 2-22. - Special meetings of town council.

- (a) The town clerk shall, at the request of the mayor or on written request of three or more council members, call special meetings of the town council by notifying, in writing, or otherwise, all of the members of the town council that a special meeting has been called and supplying said members with the time, date and place thereof.
- (b) Except in cases of an emergency meeting, notification supplied to each town council member and the public, pursuant to this section, whether in writing or otherwise, must be received at least 72 hours prior to the scheduled time of said special meeting.
- (c) Special meetings of the town council shall be called solely for specific and stated purposes only. It is the intention of the town council that no items shall be added to a special meeting agenda other than those items for which the meeting was called.

Sec. 2-23. Town council meetings generally.

- (a) *Ground rules for behavior of members of the town council.* The following shall constitute the guidelines for behavior to be adhered to by members of the town council in their respective roles as elected public officers of the town:
 - (1) Members of the town council shall:
 - a. Forgive each other;
 - b. Each conduct themselves with dignity;
 - c. Agree to disagree with each other; and
 - d. Show respect for the points of view of other members of the town council.
 - (2) Members of the town council shall not:
 - a. Falsely accuse another member of the town council of wrongdoing;
 - b. Criticize each other in a rancorous or unprofessional manner;
 - c. Make personal attacks on another member of the town council; or
 - d. Individually act without the support of the town council.
- (b) *Procedures and scope.*
 - (1) The Charter of the town provides that the town council may determine its own rules of procedure. All other municipal meetings shall be conducted in accordance with the procedural requirements as established by resolution of the town council or, if no resolution exists or it is silent on a matter of procedure, Roberts Rules of Order shall apply, said rules of order being incorporated into this section by reference.
 - (2) The town council, the town manager, the town clerk, and the public shall be governed by the terms, conditions, and provisions of this section as the basis and framework for procedures of the town council as well as any supplemental rules of procedure, decorum, and order adopted by resolution of town council.

- (3) Members of the town council and other public officers attending or participating in any regular or special meeting of the town council shall abide by the standards of conduct and values set forth in the Town of Loxahatchee Groves Code of Ethics for Public Officers.
- (c) *Agenda.* The town clerk shall prepare the agenda for each town council meeting. Citizens requesting to address the town council may be scheduled on the agenda by giving to the town clerk's office their name, address, phone number and subject on which they wish to address the town council pursuant to subsection (f) of this section.
- (d) *Duties and responsibilities of mayor.*
 - (1) The mayor or presiding officer at any regular or special meeting of the town council shall only introduce agenda items by the agenda item number and the brief title as listed on the agenda with no further explanation or comment. Thereafter, the mayor or presiding officer may call on the town manager, and the town manager or his designee shall furnish a brief explanation of the item under consideration. The item shall then be opened for public hearing or discussion by the town council as required for the particular item under the time limits imposed by this section.
 - (2) Any comments or questions by the attending public shall be directed to the mayor or presiding officer. Members of the town council shall direct all comments and questions on the subject matter being discussed to the mayor or presiding officer only and shall not engage in cross conversations with other members of the public or direct any questions to other members of the town council or to the public. The mayor or presiding officer shall not unreasonably withhold or delay recognition of any member of the town council desiring to speak. The mayor or presiding officer shall recognize other members of the town council in rotation and not call on any member a second and subsequent time until such time as all members of the town council shall have had the opportunity to speak.
 - (3) If the mayor or presiding officer desires to participate in a discussion, he shall do so only when the speaking member of the town council has relinquished the floor. The mayor or presiding officer shall not interrupt a speaking member of the town council for the purpose of comment.
 - (4) The mayor or presiding officer shall not use his power as chair to dominate debate or discussion, nor shall the mayor or presiding officer unreasonably cut short or prolong any debate, discussion, or taking of a vote.
 - (5) Motions to change the order of business shall require a majority vote of the town council.
 - (6) A member of the town council may not reintroduce any discussion item that has failed due to lack of second for at least six months after the motion failed, unless either an emergency exists and the public business requires reconsideration of the item, or a member of the town council who was on the prevailing side of the prior vote, introduces the discussion item for reconsideration.
 - (7) The mayor or presiding officer, in consultation with the town attorney, shall make rulings on parliamentary procedure. At least three votes of members of the town council are required to overrule the mayor or presiding officer on rulings of parliamentary procedure.

- (8) The mayor or presiding officer may, during town council proceedings, request that the town council move on to the next item on the meeting agenda by voting or otherwise.
- (e) *Time of meetings.* All regularly scheduled meetings of the town council shall begin at such time as is established by resolution of the town council, no later than 7:00 p.m. and shall end on or about 11:00 p.m. ~~By majority vote of those present, the town council may extend the length of the council meeting. Agenda items scheduled but not considered during a meeting shall be automatically set over by the town clerk to the next town council meeting or may be considered at a special meeting called for that purpose in the manner provided herein. In setting matters over to the next meeting or a special meeting, the town clerk is directed to take into consideration all notice provisions relative to municipal ordinances and, specifically, F.S. § 166.041.~~
- (f) *Town council discussion.*
- (1) Discussion by a member of the town council shall not be limited, unless a motion to limit debate is made and adopted. Each member of the town council shall be afforded the opportunity to offer rebuttal to each item discussed. A motion to limit debate shall take precedence over all motions, except a motion to adjourn, a point of order, or a motion to table. The motion to limit debate shall not be debated and, to be adopted, shall require an affirmative vote of at least supermajority of the members of the town council present.
 - (2) Each member of the town council and the public who desires to speak shall address the mayor or presiding officer, and upon recognition by the mayor or presiding officer, shall confine himself to the issues under debate, avoiding all personalities and indecorous language.
 - (3) Members of the town council shall not interrupt anyone who has the floor, unless it is to call the meeting to order, or as otherwise provided in this section. If a member of the town council desires to direct questions to another member of the town council or the public, the questions shall be directed to the mayor or presiding officer who in turn will recognize the individual who wishes to answer the specific question. If a member of the town council wishes to direct a question to town staff, the question shall be directed to the town manager, through the mayor, who will, in turn, recognize such member of town staff.
 - (4) While the town council is in session, members of the town council and the public present at the meeting shall not, by conversation or otherwise, delay or interrupt the proceedings, nor the peace of the town council.
 - (5) Members of the town council may request that the mayor or presiding officer recess the public meeting.
- (g) *~~Citizen requests~~ Public Comments.*
- (1) ~~The town council, on each night that a regularly scheduled meeting is to be held, shall convene at 7:00 p.m. Citizens requests shall be entertained on or about 8:45 p.m. Any citizen desiring to address the town council during this time interval must submit a written request to the town clerk prior to 8:45 p.m., but subject nonetheless to the discretion of the mayor or presiding officer. Citizen requests will be held in the priority order in which they are received by the town clerk.~~

- (2) ~~Each request shall succinctly detail the matter to be brought before the town council, and shall contain the name, address, and phone number where the citizen can be reached if the need arises; and shall be dated and signed by the citizen.~~
- (3) ~~Subject to the waiver rule contained within this section, public discussion comments by individual citizens shall be limited to three minutes during the citizens request period. The town clerk shall be charged with the responsibility of notifying each citizen 30 seconds before said time shall elapse and when said time limit has expired.~~
- (h) *Waiver of rules.* ~~By majority vote, the town council may invite citizen discussion on any agenda item and thereby waive the proscriptions otherwise outlined in the section or in any resolution adopted pursuant to subsection 2-23(g)(2). In every case where a citizen is recognized by the mayor to discuss an agenda item, the citizen shall step to the podium, state his name and address for the benefit of the town clerk, and identify any group or organization he represents. The citizen shall then succinctly state his position regarding the item before the town council.~~
- (i) *Decorum to be maintained.* Order shall be maintained at each town council meeting and the mayor is hereby empowered to order from the room any citizen who refuses to comply with the rules and regulations outlined in this section.
- (1) It shall be unlawful for any individual or member of the town council to disturb or disrupt a meeting of the town council or refuse to obey the orders of the mayor or presiding officer in the conduct of the meeting. Any individual or member of the town council who causes a disturbance of the meeting shall be warned by the mayor or presiding officer or, alternatively, by a majority vote of the town council, with dispatch, that the conduct is interfering or disturbing the order of the meeting and shall be given the opportunity to cease the conduct constituting an interruption or disturbance. If, after sufficient warning, the individual or member of the town council fails to cease the offending conduct and continues to interrupt or disturb the meeting, the individual or member of the town council shall be removed from the meeting by an authorized law enforcement officer or his authorized agent in attendance at the meeting if so directed by the mayor or presiding officer. Once removed, the individual or member of the town council shall be barred from further audience for the remainder of the meeting.
- (2) In the event the mayor or presiding officer shall fail to act, any member of the town council may move to require the mayor or presiding officer to act to enforce the rules of this section, and the affirmative vote of a majority of the members of the town council present at that time shall require the mayor or presiding officer to act.
- (3) If the audience or a part thereof becomes unruly, the mayor is empowered to either recess or adjourn the meeting.
- (4) Any individual or member of the town council who, at a town council or board meeting, willfully interrupts or disturbs such meeting in violation of F.S. § 871.01, entitled "Disturbing Schools and Religious and Other Assemblies," is subject to arrest by those law enforcement officers present. No action by the mayor or presiding officer is required for a law enforcement officer to enforce F.S. § 871.01. The mayor and town council shall be guided by the following definitions/elements of disturbance under the aforementioned statute:

- a. To commit an offense under F.S. § 871.01, a person must have deliberately acted to create a disturbance. That is, he must act with the intention that his behavior impede the successful functioning of the assembly in which he has intervened, or with reckless disregard of the effect of his behavior;
 - b. The acts complained of must be such that a reasonable person would expect them to be disruptive; and
 - c. The acts must, in fact, significantly disturb the assembly.
- (5) In addition to any other remedy provided by law, a violation of this subsection (i) may be prosecuted as a municipal ordinance violation through the issuance of a notice to appear, served on the violator as set forth in Rule 3.125, Florida Rules of Civil Procedure, as amended from time to time.
- (j) *Expression of opinion.* Nothing herein shall be construed to limit any member of the public from expressing their opinions outside of a public meeting or by expressing their opinions in written form to the town council.
- (k) *Application to town boards.* ~~All references in this section to "town council" shall also mean the~~ The provisions of this section also apply to the various town boards provided for in this Code or created by the town council. Town council may adopt by resolution supplemental rules of procedure, decorum and order that apply to town boards.
- ~~(l) *Special meetings.* Special meetings of the town council shall be called solely for specific and stated purposes only. It is the intention of the town council that no items shall be added to a special meeting agenda other than those items for which the meeting was called.~~

Section 3: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

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

Section 5: Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, and that the Sections of this ordinance may be re-numbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6: Effective Date. This ordinance shall take effect immediately upon adoption.

Councilmember _____ offered the foregoing ordinance on first reading.

Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ___ DAY OF _____ 2024.

Councilmember _____ offered the foregoing ordinance on second reading.

Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ___ DAY OF _____ 2024.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor

Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Councilmember

Office of the Town Attorney

Councilmember

Councilmember

TOWN OF LOXAHATCHEE GROVES

TOWN COUNCIL RULES OF ORDER AND PROCEDURE
Adopted _____**Rule 1. Public Meetings.**

- 1.1 All Town Council meetings shall be open to the public except as otherwise provided by law.

Rule 2. Regular Meetings.

- 2.1 The Town Council shall meet the first Tuesday of each month at 7 6:30 p.m. in Town Hall. ~~The meeting shall not be continued to the next day except due to special circumstances or an emergency.~~ This date may be changed from time to time as needed by a majority vote of the Town Council. In order to continue a meeting beyond 10:30 p.m., ~~a majority of the Council must approve by vote and to continue the meeting for each ½ hour thereafter must be approved by a majority of the Council.~~ Agenda items scheduled but not considered during a meeting shall be automatically set over by the town clerk to the next town council meeting or may be considered at a special meeting called for that purpose in the manner provided herein. In setting matters over to the next meeting or a special meeting, the town clerk is directed to take into consideration all notice provisions relative to municipal ordinances and, specifically, F.S. § 166.041.
- 2.2 The Town Clerk or designee shall prepare the agenda, notices, and package materials for the meetings as required by Florida law.

Rule 3. Special Meetings

- 3.1 A Special Meeting may be called by the Mayor or a majority of the Town Council as necessary. The Town Clerk or designee shall prepare the agenda, notices, and package materials for the meetings as required by Florida law. Such notification shall be given no less than 72 hours before commencement of the special meeting and shall state the time, place, and subject of the meeting. **In the event a Council Member, preferable in writing, requests a special meeting, the Town Manager shall, as soon as practicable, confer with the Mayor and then Council members to determine if a special meeting should be scheduled.**
- 3.2 The Mayor, Town Manager, or a majority of the Council Members may call an Emergency Town Council meeting when a sudden, urgent event or situation arises necessitating immediate action and judgment. The Town Clerk or designee shall post the agenda and notify each Town Council Member, the Town Manager, and Town Attorney immediately. Such notification shall be given as soon as practicable before commencement of the meeting and shall

state the time, place, and subject of the meeting. **In the event a Council Member, preferable in writing, requests an emergency meeting, the Town Manager shall, as soon as practicable, confer with the Mayor and then Council members to determine if an emergency meeting should be scheduled.**

Rule 4. Adjourned Meeting A Town Council session may be adjourned or continued from day to day or for more than one day, but the adjournment shall not be extended beyond the next regular meeting.

Rule 5. Presiding Officer

- 5.1 The Mayor shall preside at Town Council meetings and shall be recognized as head of the Town government for ceremonial purposes and by the Governor for martial law purposes.
- 5.2 The Vice-Mayor shall act as Mayor during the absence or disability of the Mayor and if a vacancy in the office of the mayor occurs, shall become interim Mayor until a Mayor is selected by a majority vote of the Council at the next regular council meeting.
- 5.3 In the absence of the Mayor and Vice-Mayor the Council member with the most seniority shall act as the Presiding Officer. In the event there is more than one Council member with the most seniority the Council members shall select the Presiding Officer.

Rule 6. Corporate Seal The duly appointed Town Clerk shall keep in custody the Town's corporate seal and ensure its proper and lawful use on behalf of the Town. No person shall use the Town Seal for a purpose other than official Town business.

Rule 7. Presentations & Public Comment

- 7.1 Town Council meetings are business meetings of the Council and the right to limit discussion rests with the Council.
- 7.2 Except as otherwise set forth in these Rules, persons who make a presentation to the Town Council must limit the duration of their presentation to 15 minutes. Exceptions may be granted by the Presiding Officer.
- 7.3 Public Comments made by a member of the public will be limited to one time per subject matter for a total of three minutes. Exceptions may be granted by the Presiding Officer. Individuals addressing the Council on the same topic as an individual who has already spoken should attempt to provide new information and not repeat the comments of the previous speakers. Where possible, individual grievances should first be taken up with Town Staff before comments are made at a Town Council meeting. Persons desiring to speak on a topic shall submit a comment card to the Town Clerk. Public Comments received in writing will be made part of the record of the meeting but shall not be read aloud.

- 7.4 The Town Council may withhold comment or direct the Town Manager to take action on requests or comments.
- 7.5 Each person addressing the Council shall step up to the podium and state his/her name and address in an audible tone of voice for the record. All public comments must be addressed to the Council as a body and not to individuals. Personal verbal attacks upon Council members, staff, and/or members of the public will not be tolerated. ~~Any person making impertinent obscene, personally insulting, defamatory, or slanderous remarks or who becomes boisterous or disruptive while addressing the Council shall be barred by the presiding officer from speaking further, unless permission to continue or again address the Council is granted by a majority vote of the Council members present.~~
- 7.6 Each person addressing the Council should refrain from advocating the election or defeat of a candidate for public office, either partisan or non-partisan: (1.) through the use of words, dates, signs, props and/or wearing apparel that convey a message of express advocacy for a person or group of persons; or (2) through comments that, when taken as a whole, can only be interpreted as advocating the election or defeat of one or more identified candidates.
- 7.7 Any person making impertinent obscene, personally insulting, defamatory, or slanderous remarks, who is advocating the election or defeat of a candidate, or who becomes boisterous or disruptive while addressing the Council shall be barred by the presiding officer from speaking further, unless permission to continue or again address the Council is granted by a majority vote of the Council members present.

Rule 8. Decorum and Order

- 8.1 The presiding officer shall preserve decorum and order and decide all questions of order subject to the Council's appeal.
- 8.2 During all meetings of the Town Council, Council members must preserve order and decorum and a Council member shall neither by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council nor disturb any Council member while speaking, or refuse to obey the rules of the Council or its Presiding Officer, except as otherwise provided herein.
- 8.3 No member of the public shall, during a Council meeting, make or cause to be made any disruptive noise or sound, or display any sign or graphic material of any kind in the Council Chambers, except in connection with a presentation made to the Council by a speaker at the podium.
- 8.4 The presiding officer shall have the authority to recess a meeting in order to re-establish the decorum of the meeting.

- 8.5 The Town Council is committed to maintaining civility in public and political discourse and expects the public to do the same. All comments by members of the Council, advisory board members, staff, and/or the public shall respect the right of all citizens in our community to hold different opinions; avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours; strive to understand differing perspectives; be truthful, not accusatory and avoid distortion; and avoid violence, prejudice and incivility towards citizens, employees, and officials of the Town of Loxahatchee Groves.
- 8.6 If it becomes necessary, the Presiding Officer may recuse the meeting in order to restore decorum and may request the Sheriff's Office assist in maintaining order and decorum at the meeting.

Rule 9. Rules of Debate

- 9.1 Sequence of Debate: With the exception of quasi-judicial matters, items before the Town Council shall be commenced by presentation of the item by a staff member, followed by public comment on the item. Once the presiding officer closes public comment, he or she shall call for a motion and a second on the item and then open debate by the Council. Once debate has concluded on the item, the presiding officer shall call for a vote on the item. A roll call vote may be requested by any Council member on any item.
- 9.2 Presiding Officer May Move, Second & Debate: The Presiding Officer may make a motion or second on any item subject only to such limitations of debate as are imposed by these rules on all Council members and shall not be deprived of any of the rights and privileges of a Council member by reason of the Council member acting as the Presiding Officer.
- 9.3 Responsibility of Presiding Officer: The Presiding Officer has the responsibility of controlling and expediting debate. A Council member who has been recognized to speak on a question has a right to the undivided attention of the Council. The Presiding Officer responsibility is to keep the subject clearly before the Council members, to rule out irrelevant discussion, and to restate the question whenever necessary.
- 9.4 All Members Shall Vote: No member of the Council who is present at any meeting of the Council at which an official decision, ruling or other official action is to be taken or adopted may abstain from voting in regard to such decision, ruling or act and a vote shall be recorded or counted for each such member present, except when, with respect to any such Council member, there is a conflict of interest under the provisions of Chapter 112, Florida Statutes. In such cases, such Council member shall comply with the disclosure requirements of Section 112.313, Florida Statutes.
- 9.5 Getting the Floor; Improper References to be Avoided: Every Council member

desiring to speak shall address the Presiding Officer and upon recognition by the Presiding Officer, shall confine comments to the item under debate, avoiding all personalities and indecorous language.

- 9.6 Interruptions: A Council member, once recognized, shall not be interrupted when speaking except to call the Council member to order or as herein otherwise provided. If a Council member while speaking is called to order, said Council member shall cease speaking until the question of order is determined, and if in order, the Council member shall be permitted to proceed.
- 9.7 Withdrawal of Motions: Any motion before the Council may be withdrawn at any time prior to a vote being taken thereon by the Council member making such motion, upon agreement by the Council member seconding said motion to withdraw the second.
- 9.8 Amending of Motions: At any time during discussion of a motion on the floor, a motion to amend said motion may be made. If the amending motion is seconded, the Council shall at the conclusion of discussion, first vote on the amending motion and then vote upon the original motion in its amended form. An amending motion may be withdrawn in the same manner as set forth in subparagraph 9.7 above.
- 9.9 Motion to Reconsider: A motion to reconsider any action taken by the Council may be made only during the meeting that such action was taken. Such motion must be made by one of the Council members on the prevailing side, but may be seconded by any Council member. The motion to reconsider may be made at any time and have precedence over all other motions. Nothing herein contained shall be construed to prevent any member of the Council from making or remaking the same or any other motion at a subsequent meeting of the Council. **If a meeting is continued to a second night, that is the next day, then this shall be deemed to be part of the initial meeting.**

Rule 10. Appointments to the Council and Boards & Committees

- 10.1 Vacancies on the Town Council or any Board or Committee of the Town of Loxahatchee Groves shall be announced on the Town Council agenda, and on the Town website. All interested persons shall submit a letter of interest and resume to the Town Clerk by the deadline stated in the announcement. The Town Clerk shall determine whether or not the interested person is a qualified elector of the Town and submit that information to the Town Council.
- 10.2 To fill a vacancy on the Town Council, the Town Council shall vote by ballot. The Town Clerk shall prepare the ballots, listing the qualified candidates that submitted a letter of interest and resume by the stated deadline. The Town Council may, by majority vote of the Council, change the voting process at any time.

- 10.3 To fill a vacancy on any Board or Committee of the Town other than the Town Council, the Town Council shall vote on the appointment by motion and second.

Rule 11. Quorum A majority of the full Council shall constitute a quorum. No ordinance, resolution, or motion shall be adopted except by the affirmative vote of at least three members of the Town Council. If no quorum exists within fifteen(15) minutes after the time designated for the meeting of the Council to commence or if a quorum is lost, the Mayor or the Vice Mayor or, in their absence, the Council Member with the most seniority, shall adjourn the meeting. The names of the members present and the time of adjournment shall be recorded in the minutes by the Clerk.

Rule 12. Absent Member Participation by Telephone Conference

A member of the Town Council who is absent, with excuse, may participate and vote by telephone conference in a Council meeting where there is a physical quorum present at the physical meeting site and where the Council determines that extraordinary circumstances exist to justify the Council allowing the Member to participate by telephone. However, a Council member shall not be allowed to participate by phone in a quasi-judicial hearings.

Rule 13. Suspension and Amendment of these Rules

- 13.1 Suspension of Rules: Any provision of these rules not governed by the Town Charter or Town Code may be temporarily suspended by a vote of a majority of the Town Council.
- 13.2 Amendment of Rules: These rules may be amended, or new rules adopted, by a majority vote of the Town Council, provided that the proposed amendments or new rules shall have been introduced into the record.

Rule 14. Preparation/Delivery of Agenda The Town Manager, Town Clerk or designee shall prepare the agenda and make every effort to deliver a complete agenda kit to the Council Members no later than 5 :00 P.M. on the Wednesday prior to the regular meeting. Agenda kits for special and emergency meetings will be distributed in as timely a manner as possible. The agenda, as well as lengthy reports and standard contracts that are part of the agenda's back-up documentation, shall be available for review in Town Administration.

Rule 15. Special Presentations This is the segment of the meeting where positive recognition is expressed. Proclamations are typically presented at the beginning of the meeting. Should a Council Member desire a proclamation that will be delivered elsewhere, it should be brought up under their comments for Council authorization. A proclamation should always "proclaim" a day, week, or month as something specific. Certificates of Appreciation and Commendation should be done when honoring an individual or accomplishment. Whenever practical, the use of certificates is encouraged.

Rule 16. Council Member Comments

16.1: The purpose of Council Member Comments is to promote the public discussion of matters relating to Town business and to encourage the dissemination of information. Any Council Member may submit reports and information on items relating to Town business. When possible, the other Council Members, the Town Manager, and the Town Attorney should receive such materials in advance. Council Members may also request the preparation of proclamations, resolutions, ordinances, reports, and other actions of the Council during this portion of the agenda, subject to majority consensus. All such requests shall be referred to the Manager or the Attorney, as appropriate.

16.2: Official actions may be taken under Council Member Comments ~~comments in the case of an emergency or for other situations necessitating immediate action as may be determined by~~ upon consent by a majority of the Council.

16.3: Council Members should refrain from advocating the election or defeat of a candidate for public office, either partisan or non-partisan: (1.) through the use of words, dates, signs, props and/or wearing apparel that convey a message of express advocacy for a person or group of persons; or (2) through comments that, when taken as a whole, can only be interpreted as advocating the election or defeat of one or more identified candidates.

Adopted by Resolution ___ on _____.

This Page Is Blank Intentionally

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
LOXAHATCHEE GROVES, FLORIDA, ADOPTING REVISIONS TO THE
TOWN COUNCIL RULES OF ORDER AND PROCEDURE; PROVIDING FOR
SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.**

WHEREAS, Section 5 of Charter of the Town of Loxahatchee Groves, Florida, authorizes the Town Council to determine times and places and its own rules and order of business for the conduct of meetings of the Town Council; and

WHEREAS, by Ordinance No. 2008-04, the Town Council adopted, in pertinent part, Sec. 2-22, Special meetings of Town Council and Sec. 2-23, Town Council meetings generally into its Code of Ordinances setting forth some time, place, rules, and order provisions for meetings of the Town Council; and

WHEREAS, in Resolution No. 2019-65, the Town Council repealed Administrative Policy 3-13 and adopted in its place certain rules of order and procedure for meetings of the Town Council; and

WHEREAS, the Town Council has determined that the aforementioned rules of order and procedure should be revised to promote the orderly and efficient conduct of meetings; and

WHEREAS, the Town Council has determined that the Town Council Rules of Order and Procedure adopted by Resolution No. 2019-65 should be repealed and replaced with those in the attached Exhibit "A."

NOW, THEREFORE, be it resolved by the Town Council of the Town of Loxahatchee Groves, Florida, as follows:

Section 1. The foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Resolution No. 2024-___

Section 2. The Town Council hereby adopts the Town Council Rules of Order and Procedure attached hereto as Exhibit “A”, as supplemental to the rules and procedures in Sec. 2-22 and 2-23 of the Code of Ordinances.

Section 3. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall take effect upon its adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

[Remainder of the page intentionally blank.]

Resolution No. 2024-__

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF APRIL 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Town Clerk

Mayor

Vice Mayor

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember

Councilmember

Councilmember

Exhibit "A"
to Resolution No. 2024-

[Remainder of the page intentionally blank.]

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2024-__**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO PROCEDURES AND PUBLIC PARTICIPATION FOR MEETINGS OF TOWN BOARDS AND COMMITTEES; PROVIDING FOR SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2015-18, the Town Council adopted uniform rules of order and procedure for the conduct business and public participation at Town board and committee meetings; and

WHEREAS, the Town Council has determined that the aforementioned rules of order and procedure should be revised to promote the orderly and efficient conduct of board and committee meetings; and

WHEREAS, the Town Council has determined that the rules of order and procedure adopted by Resolution No. 2015-18 should be revised and that Resolution No. 2015-18 should be repealed in its entirety and replaced with this Resolution.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Loxahatchee Groves, Florida, as follows:

Section 1. The foregoing “WHEREAS” clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. All meetings of Town boards and committees shall be conducted in accordance with the following:

- A. All meetings or workshops shall be governed by the Rules of Procedure set forth herein, where applicable.
- B. Any board or committee member desiring to speak must be recognized by the Chair. If the Chair desires to participate in a discussion, he or she shall do so only when all members of the board or committee have spoken at least once (if so desired). No member of the board or committee shall

interrupt another member of the board or committee who has been recognized by the Chair and no member shall dominate the floor in excess of five (5) minutes without offering to yield to other members of the board or committee.

- C. The Chair shall not use that position to dominate debate or discussion, nor unreasonably cut short or prolong any debate, discussion or taking of any vote.
- D. Any matters not specifically addressed by this policy will be governed by Robert's Rules of Order to the extent possible.
- E. Except when abstaining from voting in accordance with Florida Statutes, each member who is present at a meeting must vote on each decision, ruling or other official act. A roll call vote may be had on any matter for which the Chair deems is appropriate; otherwise, all votes may be done by voice vote. For roll call votes, the order of each member vote will rotate after each roll call vote. The Chair shall announce the results after each vote.
- F. Public comments shall be placed on the agenda at the beginning of the meeting and at the end of the meeting. Public comments will also be entertained for each agenda item. Public Comment will be allowed prior to the vote on any item.
- G. Public comment is an opportunity for members of the public to make comment and shall not be a question/answer period conducted with the board or committee.
- H. Persons desiring to speak on an item shall submit a comment card to the board or committee clerk. Public comments made by a member of the public will be limited to one time per subject matter for a total of three minutes. Exceptions may be granted by the Chair.
- I. Public comments received in writing will be made part of the record of the meeting but shall not be read aloud.
- J. Each person addressing the board or committee shall step up to the podium and state his/her name and address in an audible tone of voice for the record. All public comments must be addressed to the board or committee as a body and not to individuals. Personal verbal attacks upon board or committee members, staff, and/or members of the public will not be tolerated.
- K. Each person addressing the board or committee should refrain from advocating the election or defeat of a candidate for public office, either

partisan or non-partisan: (1.) through the use of words, dates, signs, props and/or wearing apparel that convey a message of express advocacy for a person or group of persons; or (2) through comments that, when taken as a whole, can only be interpreted as advocating the election or defeat of one or more identified candidates.

- L. Any person making impertinent obscene, personally insulting, defamatory, or slanderous remarks, who is advocating the election or defeat of a candidate, or who becomes boisterous or disruptive while addressing the board or committee shall be barred by the Chair from speaking further, unless permission to continue or again address the board or committee is granted by a majority vote of the board or committee members present.

Section 3. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall take effect upon its adoption.

Councilmember _____ offered the foregoing resolution. Councilmember _____ seconded the motion, and upon being put to a vote, the vote was as follows:

[Remainder of the page intentionally blank.]

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
_____, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____, COUNCILMEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF _____ 2024.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Town Clerk

Mayor

Vice Mayor

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Councilmember

Councilmember

Councilmember



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 14

TO: Town Council of Town of Loxahatchee Groves
FROM: Town Clerk's Office
VIA: Francine L. Ramaglia, Town Manager
DATE: April 2, 2024
SUBJECT: Discussion on Town Council's 2024 Meeting Schedule

Background:

At the beginning of each year, the Town Council is presented with a calendar of scheduled Town Council Regular Meeting dates. These meeting dates are subject to change at the approval of the Town Council.

The Town Council Regular Meetings are held the 1st Tuesday of the Month:

- May 7, 2024
- June 4, 2024
- July 2, 2024
- August 6, 2024
- September 3, 2024
- October 1, 2024
- November 5, 2024
- December 3, 2024

We will need to add the required budget hearing dates for September that are not in conflict with the County and the School District.

This Page Is Blank Intentionally

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470

**AGENDA MEMO**

Agenda Item # 15

TO: Town Council of Town of Loxahatchee Groves**FROM: Richard Gallant, E.I., Public Works Director****DATE: April 2, 2024****SUBJECT: Road, Drainage and CIP Update**

Background:

The following items are an update to the road and drainage systems in the Town. Also included is an analysis and recommendation as to how the updated cost information impacts the Capital Improvement Plan (CIP):

- Currently IFB# 2024-01 Town FY24 Road Improvement Program is set to be awarded at the April 2, 2024 Council Meeting.
 - The Pre-Bid meeting was conducted on February 21, 2024 which included a drive through of the various locations is the bidders which to attend.
 - All Final Questions due on February 26, 2024, to the Town Clerk were responded to on March 6, 2024 by the Public Works Director.
 - Staff held a community meeting with concerned residents affected by the paving project on February 29, 2024, and responded to questions regarding the project.
 - One Bid Addenda was published to all vendors in attendance to the pre-bid on March 6, 2024.
 - The bids due on March 13, 2024, were opened in the council chambers at 2:30PM on that day. The bids were read aloud to those present.
 - The successful bidder was notified, the protest period elapsed and is set to be awarded.
- The Public Works Department has begun the process of procuring and laying 7,764 tons of base rock to prepare for the FY24 Paving Project. As the material arrives, our crews are placing and shaping the roads so they are properly prepared for the paving process once the Notice to Proceed is given to the successful bidder.
- The Public Works Director has begun the process of removing 90 trees from five different roads in preparation for refurbishing and correcting the drainage swales or to remove an unsafe condition on the following roads: Gruber Rd, Ease Citrus Rd, 6th Court,

Global Trail, and Casey Road. They have started on Casey Road and have moved to Gruber Rd.

- CIP implications of the bid award and culvert bridge pricing received since March 5th
- Attached the draft of the CIP update based on Council direction at the March 5th Council meeting, after the first reading of Ordinance 2023-02. The draft has been updated to reflect bid prices received by the Town.
- The road paving plan has been updated to move the paving of Casey Road, B Road to North Road, and North Road from B Road to C Road from FY25 to FY24. The estimates for that portion of the paving had been \$422,500, These sections were to be funded by a combination of FEMA reimbursement money and a potential donation from the Sod Farm.
- In the bid presented for approval to Council, the total cost of those segments was \$418,529. The successful bidder presented a price of \$1,696,994. This was \$118,744 above the estimate of \$1,578,250. The CIP exhibit has been updated to reflect the paving prices in the low bid.
- In addition, future year's estimates of paving costs were increased by 10%.
- The Town also received pricing for the two culverts that had been specifically identified. These were also added to the CIP exhibit.
- The F Road and Collecting Canal culvert bridge project, which includes 3 culverts, was considerably higher in cost than originally estimated. The CIP exhibit has been updated to reflect a total cost of \$436,300 for that project.
- Johnson and Davis is reviewing the quote provided to determine if any adjustments can be made.
- As the project is anticipated to cost more than \$300,000, the Town's legal counsel has advised that it cannot be awarded based on the existing piggyback agreement. This work will be put out to bid.
- Based on the revised estimate of costs associated with the specific culverts, all the remaining budget for swales, catch basins and other control structures is proposed to be moved to specifically identified culverts. \$806,000 was allocated in total drainage projects. The current estimation is \$824,700. The additional \$18,700 is being recommended to be taken from the Town's FEMA reimbursement monies.
- The total amount needed to fund the CIP with aforementioned updates is now \$4,255,437 versus funds available of \$3,733,643. Staff continues to recommend the CIP be funded with the shortfall coming from a combination of FEMA reimbursement monies and potential Sod Farm donation.
- The shortfall of \$521,794 is proposed to be funded by \$272,000 in FEMA monies and \$250,000 from the donation. If the donation is not received, the B Road and North Road from B to C segments would not move forward as a part of this year's paving project.
- The anticipated change order necessary to complete the FY23 paving project would be funded by additional FEMA reimbursement. The Town currently anticipates approximately \$400,000 of total FEMA reimbursement.
- In addition to the projects listed in the CIP, the Public Works Director and Town Manager have identified the following projects that are proposed to be funded from the carryover of FY23 operating funds from the 105 (Roads and Drainage) fund to FY24. A total of \$321,000 was carried forward.

- The Public Works Director has identified another culvert bridge at 24th and F that needs replacement and is recommending the replacement take place prior to paving the adjacent segment. The cost is anticipated to be \$140,000. Staff believes the funding for this project will come from carryover from FY23.
- If Council concurs with this direction the CIP Exhibit will be amended to reflect the changes and sources of funding prior to second reading of the ordinance which is currently scheduled for May 7, 2024.
- Royal Auction Group picked up the equipment below for disposal.
 - 2000 Sterling L9500 Dump Truck
 - 2004 John Deere Combination loader/excavator
- The Public Works Department will bring forward the equipment below in May for disposal”
 - 2014 Ledwell/Freightliner LW4000 WT Water Truck
 - 2010 Gradall XL5100
 - 2013 John Deere 6105M Tractor
- The Public Works Director is currently working with South Port Truck in Tampa, Florida to procure a 2024 12-Yard 8.8L Freightliner or approved equal through the Florida Department of Financial Services Contract 25101600-21-STC.
 - The initial cost of the truck is \$106,887.00 prior to any dealer fees.
 - This vehicle is required to conduct a large portion of the work required by the public works department.
 - From October 2021 through December 2023, the Public Works Department spent \$79,424,42 in rentals from United Rentals.
 - The Department is currently renting a 4-Yard dump truck from Equipment Share at a cost of \$4,500 a month.
 - The previous and current rental is not large enough to facilitate the needs of the Town.
 - It is more financially advantageous for the Town to purchase a new truck then continue renting.
- Public Works staff is currently working on rehabilitating and clearing the canals in the Town.
 - Currently there is approximately three to four foot of sediment in the bottom of most of the stormwater conveyance canals in the Town.
 - The Public Works Director has begun to procure 9” to 24” rubble to place at the water line and sodding above the median water table elevation to solidify the canal banks and prevent future slides.
 - WBI has completed the 2,000 foot of canal bank they are rehabilitating on Collecting Canal. The project has been accepted by the Town as complete.
 - As the canal banks are stabilized, staff will begin the process of removing the excess sediment from the canals.
- The Public Works Director has begun the process of attempting to resolve the various issues concerning the traffic issues throughout the Town.
 - As the Public Works Director was advised that the Town of Loxahatchee Groves does not have an interlocal agreement with Palm Beach County Traffic and Engineering Department, staff has installed new speed limit signs where they

were missing on Okeechobee Blvd 150 foot past every intersection. They have been installed at legal height and are fully enforceable.

- The Public Works Department has corrected or replaced the stop signs on Okeechobee Blvd from the side roads.
 - Additionally, Stop Sign Ahead signs will need to be installed at a cost of \$128.47 per sign.
 - In assessing the Okeechobee Blvd corridor, it was identified the Fire Station Warning System is inoperative. We attempted to repair and the system and determined the system is beyond its useful life and requires replacement. The Public Works Director has begun the process of determining the cost to replace. The initial quotes are less than \$10,000 for the system.
 - Public Works staff is continuing to assess replacing the signs throughout the town.
 - Speed hump chevrons and signs are in the process of being installed throughout the Town.
- The Public Works Director has begun reviewing various trail and LPR cameras to be placed throughout the town to assist the Public Works Department and Palm Beach County Sheriff's Office find and prosecute those individuals who wish to use our town for illegal dumping.
 - The Public Works Director has procured two cameras to test prior to placement in the field. The two cameras procured to date are the Vosker V200 and V300.
 - Other devices may be procured to determine the best option for the Town and the purpose.
 - Testing should be complete by April at which time areas will be determined and the specific residents where we may want to install them on their properties will be notified. Once these properties are identified, the camera locations will only be known to the Palm Beach County Sheriff's Office, Public Works Director, and only staff who would need to know.
 - The Public Works Director is also reviewing LPR's that will be strategically placed to capture of the license plates on the vehicles caught dumping on the other cameras.
 - The Public Works Director met the Palm Beach County Sheriff's Office at their Real Time Crime Center and reviewed the operation of the Strategic Intelligence Section. Items discussed were their systems and LPR's as well as how we could mutually assist each other. The Public Works Director has a few leads on procuring LPR cameras that can be linked with Palm Beach County Sheriff's Office systems.
 - The Public Works team is still diligently removing tires that are illegally dumped around the Town. We are still utilizing the contract with Coastal to empty the 30 yard dumpster about once a month that was full of tires. The epidemic of illegal tire disposal has risen in the past few months.
 - The Public Works Director has, at least once a week, removed all of the illegal temporary yard signs. The largest concentration is located at Southern Blvd and B Rd and throughout the Okeechobee corridor. Since the February council meeting the Public Works Director alone has removed about 100 signs throughout the town.

- The Public Works Department is currently catching up on previous work conducted in the 2022 and 2023 fiscal years. This includes all of the permits for the paving projects as well as the culverts that have been installed.
- To correct this issue in the future, all of our invitation to bid documents as well as contracts for work will require the contractor to complete these documents.
- The Public Works Director has identified two culverts that needs to be replaced preferably before FY25. They are at 12th Place N at F Rd and F Rd at Collecting Canal.
 - It is our intent to use a portion of the state allocation to complete this work.
 - The Public Works Director has obtained pricing for this work and is bringing the 12th Place N at F Rd at the April council meeting.
 - Due to the cost, the F Rd at Collecting Canal will have to be put out to bid. The scope of work and drawings are being compiled at this time and will tentatively go out to bid in April.
- Public Works staff is currently reviewing the damaged guard rails throughout the Town.
 - It is the intent of the department to utilize the Southeast Highway and Guardrail and Attenuators, LLC piggyback approved by council in February 2023, Resolution 2023-14.
 - Once the list is compiled, the guard rails that pose the highest risk to life and safety will be considered first.
- The Public Works Director requested the contractor for PBSC relocate their fence out of the A Canal easement. They moved it the next day and staff cleaned the debris from the canal at the gate. The Public Works Director evaluated the structure and determined significant work will be required to correct issues with the entrance culvert to the gate assembly.
- Public Works staff has been clearing the canal easements and road side from debris and over growth. Public Works staff is doing everything in our abilities to restore swale flow blocked by exotic tree debris as well as clearing road to make the roads safer.
- The Public Works Director, who also serves as the Emergency Management Director is compiling information to update the emergency management plan and further develop our continuity of operation plan. During the process, we will work closely with CERT to enhance their abilities as well as educate our staff in working with them. The Public Works Director is working on enhancing our wireless capabilities utilizing the existing system the Town currently owns as well as enhancing our amateur radio capabilities in both the Public Works facilities as well as Town Hall.