

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

Community Discussion Meeting 6:00-6:30 PM (Non-Agenda Items Workshop)

AGENDA

APRIL 4, 2023 6:30 -9:30 P.M.



Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Vice Mayor (Seat 2)

Marianne Miles, Councilmember (Seat 3)

Margaret Herzog, Councilmember (Seat 5)

Administration

Town Manager, Francine L. Ramaglia

Town Attorney, Elizabeth Lenihan, Esq.

Town Clerk, Lakisha Q. Burch

Public Works Director, Larry A. Peters, P.E.

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.

Special Needs: 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 three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. 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 Calendar: 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.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS, DELETIONS AND MODIFICATIONS

APPOINT SEAT OF MAYOR- RESOLUTION NO. 2023-34

APPOINT SEAT OF VICE MAYOR- RESOLUTION NO. 2023-35

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

APPOINT CHAIR OF BOARD OF SUPERVISORS- RESOLUTION NO. 2023-DD01

APPOINT TREASURER OF BOARD OF SUPERVISORS-RESOLUTION NO. 2023 DD02

RECONVENE TOWN COUNCIL MEETING

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 6:00 PM 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.

CONSENT AGENDA

1. Consideration of approval of Meeting Minutes.
 - a. August 2, 2022 Town Council Regular Meeting
 - b. February 7, 2023 Town Council Community Workshop Meeting
 - c. February 7, 2023 Town Council Workshop/Special Meeting
 - d. February 21, 2023 Town Council Community Workshop Meeting
 - e. February 21, 2023 Town Council Workshop/Special Meeting
 - f. March 21, 2023 Town Council Community Workshop Meeting
 - g. March 21, 2023 Town Council Regular Meeting
2. Consideration of **Resolution No. 2023-29** approval of scope and pricing for culvert repair at 24th and "E" Road.
3. Consideration of **Resolution No. 2023-31** authorizing the expenditure to Level Land Grading in excess of \$25,000.
4. Consideration of **Resolution No. 2023-32** approving the schedule for the Town Council Regular and Workshop Meetings for April to December 2023.
5. Consideration of **Resolution No. 2023-33** approving of easements.

REGULAR AGENDA

6. Consideration of **Resolution No. 2023-30** approving the awarding of IFB # 2023-01 paving project.

DISCUSSION

7. Discussion of **Ordinance No. 2023-01** adopting Chapter 2 “Administration” Article VII “Town Advisory Boards” to provide for the applicability, composition, quorum, eligibility and qualifications, appointment, terms, removal, and vacancies, officers, compensation, and procedures regarding Town Advisory Boards.
8. Discussion of **Ordinance No. 2023-02** amending Chapter 34 “Planning and Development”, Article II “Planning and Zoning Board” to amend the appointment process and terms and for other purposes.
9. Discussion of Town Council Rules and Procedures.
10. Discussion of Town Council Priorities.

TOWN STAFF COMMENTS

Town Manager

Town Attorney

Public Works Director

Town Clerk

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

Marianne Miles (Seat 3)

Margaret Herzog (Seat 5)

Laura Danowski (Seat 2)

Robert Shorr (Seat 4)

ADJOURNMENT

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. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodation in order to participate should contact the Town Clerk’s Office (561-793-2418), at least 48 hours in advance to request such accommodation.



155 F Road Loxahatchee Groves, FL 33470

Agenda # 1

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
VIA: Francine Ramaglia, Town Manager
DATE: April 4, 2023
SUBJECT: Meeting Minutes

Staff recommends approval of the attached meeting minutes.



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF WORKSHOP/SPECIAL MEETING
AUGUST 2, 2022**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Vice Mayor Danowski called the meeting to order at 6:33 p.m.

PLEDGE OF ALLEGIANCE

Vice Mayor Danowski led the Pledge of Allegiance.

MOMENT OF SILENCE

Vice Mayor Danowski led a prayer.

ROLL CALL

Mayor Robert Shorr (Via Zoom), Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia, Marianne Miles, and Margaret Herzog, Town Manager Francine L. Ramaglia, Town Attorney Elizabeth Lenihan, Esq., Public Works Director Larry Peters, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Motion was made by Councilmember Miles seconded by Councilmember Herzog to approve the agenda as is; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia and Miles. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was a public comment made by Deborah Klaine.

PRESENTATION

1. Awarding of the Town of Loxahatchee Groves Scholarship.

The Town of Loxahatchee Groves again has provided scholarships through donations to deserving Loxahatchee Groves Post High Students and Special Needs Students who have shown dedication to their education and participation in community service. Monies were donated by the Town Council members, Town Organizations, Town Residents and Vendors doing business with and in Loxahatchee Groves.

The Scholarship Fund Committee, consisting of Anita Kane, Ken Johnson and Mary McNicholas met to review, and nominate the Loxahatchee Groves Subcommittee which held the responsibility of reviewing and scoring the applications received by the Town and final decision on awards of scholarship money.

The Subcommittee consisted of Judy Blake, Principal of Education Place Private School, Kim Lancaster, Dean at Palm Beach State College and Avasue Hickerson and Richard Myerson (alternate), Principal of Loxahatchee Elementary School. They independently received and reviewed the applications received by the Town, and then sent over their recommendation of final discussions and awarding of the scholarships

Vice Mayor Danowski and Palm Beach County Commissioner McKinlay presented the Town of Loxahatchee Groves' scholarship to the recipients that had been chosen by the subcommittee.

2. SAFEbuilt (Code Enforcement) update.

Bernard Pita, Code Enforcement Manager and Marie Pineda, Account Manager for SAFEbuilt, will present an update on the following:

- How code started with outreach through door hangers, addressing the older cases and collaboration with Fire, building and engineering for land clearing, waste franchise agreement enforcement, vacant homes needing maintenance with squatters and work without permits. Addressing environmental issues such as truck repair.
- Highlight Gov-Easy and how it organizes the cases, etc. as well as implementing of Magistrate Hearing cost recovery worksheet.
- Review of priorities, increase in Notice of Violations for tree removal/land clearing, collaborating with Public Works addressing manure, fill and manure haulers more effectively, enforcing RV rules, etc.
- Future goals for code and public works to conduct hurricane preparations, clear right of way hazards, address sight triangle concerns, collaboration with PBSO to track possible workers living on properties in containers, sheds, other structures or R/Vs.

Councilmember Maniglia thanked them for coming and stated next time make sure the audience can see the presentation. Councilmember Maniglia stated that she has never had an issue with getting information. SAFEbuilt was hired to enforce Code, very disappointed in them stating that they had no direction for 10 months. Have a lot of issues, personally told the Manager about issues dealing with health and safety. If you listen to our meeting, every meeting the Town Council speaks on issues maybe need to do homework. Like to see someone from the company in meetings. Like things to change.

Councilmember Herzog asked about the Flood plan violation. Town Manager Ramaglia responded.

Does your group of officers drive around and spot check? Mr. Pita responded, yes. She also asked about D & D Grading. Mr. Pita stated he would like someone to check that.

Councilmember Miles stated she likes how he said Code Compliance. In the past some residents have been gone after and fines. Her first priority is health and safety. Rather not see us go in as gang busters. Think it is very important to educate the residents. An update will be great but doesn't need to be in meetings.

Mayor Shorr thanked both for the presentation. Doesn't need to come to meetings paying by the hour. Interlocal agreement is there anything the Town can do to help. Mr. Pita responded that would be great.

Vice Mayor Danowski stated she had a couple questions. Residents can access GovEasy. Mr. Pita responded. She also asked can you look at the status. Mr. Pita responded would ask the IT department. Also asked about tree canopy-awareness and education that trees are a big deal in Loxahatchee Groves. Town Attorney Lenihan stated that if it is a code situation that is going on elected officials should not be involved. Flyers go to every real-estate company. Ms. Pineda responded to Vice Mayor Danowski.

Councilmember Maniglia stated that we make policy and procedures, direction comes from staff. Realtors care and there are a lot of realtors that don't want to lose a sell, should be sent to the Town Hall.

Ms. Pineda mentioned her municipal background understand what it is to work for your town. Implantation of Code Enforcement. She also stated that workshops will benefit everyone. That they will invite agencies to partnership Animal Control, South Water Management and hear from the residents.

There was a discussion among the Town Council, Town Staff, Mr. Pita, and Ms. Pineda.

CONSENT AGENDA

3. Approval of Meeting Minutes
 - a. December 14, 2021, Attorney-Client Closed Door Session.
 - b. June 7, 2022, Town Council Regular Meeting Minutes.
 - c. July 19, 2022, Community Resident Workshop Meeting Minutes.
4. Consideration of **Resolution No. 2022-42** accepting easements.
5. Receive and File vendors payments in FY 2022 between \$10,000 and \$25,000.

Motion was made by Councilmember Maniglia seconded by Councilmember Miles to approve the Consent Agenda items 3,4,5, and 8; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

6. Consideration of **Resolution No. 2022-43** waiving rates, fees, and charges for Planning and Zoning, permitting, and other services. **PULLED FROM CONSENT**

Town Manager Ramaglia presented the item to Town Council stating that on July 5, 2022, at the Community Resident Workshop, Mr. Gordon addressed the Town Council stating that he had

some questions regarding permit fees. He stated he wanted to add a concrete driveway which led to nearly \$1,000.00 in permit fees which he would like reduced. Specifically, he wished to have at least \$500 in fees waived.

Based on reviewing the details of Mr. Gordon's applications, Town Manager Ramaglia waived \$402.00 in cost recovery fees, leaving Mr. Gordon owing \$261.00 dollars for his driveway building permit and \$500.00 dollars for the related right of way permit. Mr. Gordon requested that the right of way permit fees also be waived. The Town's code is silent with respect to adjustments and/or waivers to Council approved fees and/or charges; however, it does require a right of way permit regardless of driveway surface and/or whether previously existing. Therefore, Mr. Gordon's request for a waiver of the \$500 right-of-way permit fee is being brought to the Council for approval.

Motion was made Councilmember Maniglia seconded by Mayor Shorr to approves Resolution No. 2022-43 by amending the right-a-way for existing driveway right-a-way from 500 hundred dollars to one hundred dollars; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

7. Consideration of *Resolution No. 2022-41* of Communication Emergency Response Teams (CERT) Agreement Modification (Store trailers in Public Works Yard). **PULLED FROM CONSENT**

Town Manager Ramaglia presented the item to the Town Council stating that the Town of Loxahatchee Groves desires to assist community organizations that provide public benefits to the citizens of the Town. Communication Emergency Response Team (CERT) is comprised of members who are trained through a Citizens Emergency Response Team program which is created by the Department of Emergency Management to assist in storm related events and other emergencies. CERT provides voluntary emergency response assistance within the Town and has entered into a one-year grant agreement. The Town and CERT desire to extend the grant agreement and to provide for parking and storage of the CERT equipment and supply trailer(s). While they are parked and stored in the Public Works Yard, they will be covered as part of the Town's insurance policy without being specifically listed assets as their value is currently less than \$25,000.

Vice Mayor Danowski stated that she appreciated the job that the CERT team does.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2022-41 authorizing the entry by the Town into a first amendment to grant agreement with Loxahatchee Groves CERT Team, Inc. to provide an extension to the term and to provide for parking and storage of equipment and supply trailer(s); it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

8. Consideration of **Resolution No. 2022-31** of Broadband Interlocal Agreement-For Co-utilization of the Palm Beach County Information Technology Services. **PULLED FROM CONSENT-SPOKE BEFORE ITEM 6**

There was a public comment made by Todd McLendon.

Motion was made by Councilmember Maniglia seconded by Councilmember Miles to rescind her motion to approve Consent Agenda items 3,4,5, and 8; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Motion was made by Councilmember Maniglia seconded by Councilmember Miles to approve the Consent Agenda items 3,4, and 5; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

There was consensus by the Town Council to stay with the current provider, meet with Mr. McLendon for his input and try to get better services.

REGULAR AGENDA

Vice Mayor Danowski asked Captain Turner from the Palm Beach County Sheriff Department to give an update.

9. Consideration of **Resolution No. 2022-35** approving contract with CGP.

Town Manager Ramaglia presented the item to Town Council stating that The Town contracted with CGP Agency, LLC in December of 2020, the agreement between the parties ended prior to completion of the needed work. The scope of services and compensation limit have grown since the original agreement. It is beneficial for the Town to have a single creator of its communications content and production. Pursuant to Section 2-133 (b)(12) of the Town's Code of Ordinance, the staff has determined that this agreement is in the best interests of the Town as it provides for consistency in the development of communications content and production necessary to complete this work. She also stated that the contract will expire on September 30, 2023. Town Attorney stated that if the contract was to go longer it would have to come before Town Council. There was discussion among the Town Council and Town Staff.

Motion was made by Mayor Shorr seconded by Councilmember Miles to approve Resolution No. 2022-35 authorizing an agreement with CGP Agency, LLC. to provide communications content and production and to extend for one year ending September 30, 2023; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

10. Discussion of alternate methods of collection of Solid Waste and consideration of **Resolution No. 2022-30** approving amendment to Solid Waste Hauler contract for Extraordinary Rate Adjustment.

The Town of Loxahatchee Groves entered into Solid Waste and Recycling Collection Services Agreement which was amended by the First Amendment the Second Amendment all on November 5, 2019, and the Third Amendment on August 17, 2021. Resolution 2022-30 amends the rate schedule in Exhibit I of the Solid Waste and Recycling Collection Service agreement due to an extraordinary rate increase as provided by Section 6.D of the contract with Coastal for the escalating cost of fuel.

Councilmember Maniglia passed an email to the Town Council to receive and file.

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to receive and file email received by Councilmember Maniglia; it was voted as follows: Ayes: Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Nay: Mayor Shorr. Motion passed 4-1.

John Casagrande presented the item to the Town Council.

Councilmember Maniglia stated that the most complaint is vegetation. Also, a lot of vacant land keeps putting vegetation out. Asked how much Coastal charging are for

Mr. Casagrande thanked Vice Mayor Danowski. Vice Mayor Danowski asked how to report the witnessing of commercial landscaping dumping. Town Manager Ramaglia commented that all need to be reported to PBCSO.

Councilmember Miles asked about cameras on the front and back of truck.

Motion was made by Councilmember Maniglia seconded by Mayor Shorr to approve Resolution No. 2022-30 approving amendment to Solid Waste Hauler contract for Extraordinary Rate Adjustment; it was voted as follows: Aye: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

There was a public comment made by Nina Corning.

11. Consideration of **Resolution No. 2022-44** designating property as surplus.

Asst. Public Works Director Mario Matos presented the item stating that the Town Council has authority under Florida Statutes and Town Code and Policy to declare items of tangible personal property as surplus. Surplus property is either at the end of its life cycle or the Town has no use for it. Town Council has directed staff to inventory the vehicles and equipment in the Public Works yard and identify those items that may be declared as surplus. Pursuant to the applicable laws and policies, items valued at less than \$5,000 have been provided to the Interim Town Manager for review and declaration as surplus. Items valued at \$5,000 or greater are proposed to be declared surplus by the Town Council.

Motion was made by Mayor Shorr seconded by Councilmember Maniglia to approve Resolution No. 2022-44 designating property as surplus; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

DISCUSSION

12. Discussion of fees charges, waiver, and adjustment guidelines.

Town Manager Ramaglia presented the item stating that attached are proposed guidelines for adjustment and/or waiver of Town fees and/or charges which enables staff and the Town Manager to adjust and/or to waive certain fees and/or charges with adequate justification. The total amount of administratively approved adjustments and/or waivers meeting certain conditions would be limited to \$500 individually and \$2,000 in the aggregate per month. Any requested fee adjustments exceeding these amounts would be subject to Council approval. All adjustments and/or waivers would be reported to the Council at least annually. In addition to this proposed policy, there may be required ordinance changes as well as fee schedule modifications necessary.

Councilmember Maniglia stated that she immediately thought about the previous manager giving a code enforcement.

Councilmember Miles feels that revisiting the fees is the way to go first. This is not code violation specific. Town Manager Ramaglia responded. Let's leave code enforcement fines and fees separate - can't wait to bring back the fee schedule- not here to make money off the backs of residents. Wait to see the fee schedule.

Mayor Shorr hired Francine to do her job. She will be reporting issues to Town Council tools for her to work through this situation.

Vice Mayor Danowski stated that financial hardship is none of the Town Council's business. So, when does this need to come back? Bring back before Town Council at its anniversary. Will send fee schedule to Town Council.

13. Discussion of HR Workshop and dates.

Town Manager Ramaglia presented the items to the Town Council stating that in the upcoming months there are numerous HR items (such as HR Manual, Benefits, etc.) that will be coming before Town Council, and it is believed that it would be beneficial for Town Council and staff to carve out time to work on these items together rather than separate.

Separate conversation from any contractual agreements. What has been talked about is tacking on a workshop on the August 15th. On August 16th the Gehring Group presented a report to Town Council about our insurance.

Councilmember Miles since it does affect the budget, can it be done after the budget. Town Manager Ramaglia stated yes, it can be. Present on the 15th and see how it goes.

Mayor Shorr thinks that we have some financial issues that need to be addressed. Need to take care of the payoff-wipe slate clean and move forward.

TOWN STAFF COMMENTS

Town Manager

Thanks Town Council and staff.

Town Attorney

Following up on bringing back another Shade meeting.

Public Works Director

Mr. Matos stated that we are two positions down from what were two months ago, and just wanted to ask the Town Council to consider advertising for the two positions. Immediately temporary work.

Councilmember Maniglia stated she would like to have Public Works to do the vetting.

There was consensus by the Town Council to advertise and hire temporary.

Town Clerk

Palm Beach State College has approved us to have the Palm Beach County League of Cities luncheon to be held on January 25th @ 11:30 a.m.- Also they have an approved list of caterers that has to be used.

We still have backpacks available for pick-up: pre-K, K-5 and high school

TOWN COUNCILMEMBER COMMENTS

Marianne Miles (Seat 3)

Hurricane Season is still here - if you are going to put stuff out please keep off the road.

Marge Herzog (Seat 5)

Felt really proud that we could give so many scholarships.

Phillis Maniglia (Seat 1)

Low flow toilets- adding to new Building Code
Clear cutting
Permit boxes.

Announced the Adult Education recipient of the Town of Loxahatchee Groves' scholarship.

Laura Danowski (Seat 2)

How exciting about CodeRed. Pondering on how to get it out.

Backpack stuffing - thanked staff for donation, goody bags.

Glad Marica Andrews came to speak about brick and mutter - more people moving in, more people on our roads. Massive expansion at the Equestrian - people are coming. Full faith in staff and Public Works.

Pre Storm-Sweep.

Mayor Robert Shorr (Seat 4)

Congratulations to the Town Scholarship winners.

Position at Public Works-gave Town Manager authority on filling these position.

Backpack thanked all who donated.

Year to date expenditures- send out to Town Council

Talk to the Mayor is coming back in September. The Vice Mayor is doing an excellent job.

ADJOURNMENT

There being no further business the meeting adjourned at 10:00 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Marge Herzog

Councilmember Marianne Miles

Councilmember Phillis Maniglia



TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY WORKSHOP
February 7, 2023

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called meeting to order at 6:00 p.m.

COMMENTS FROM THE PUBLIC

There was public comment made by Susan Clubb, Todd McLendon, Virginia Standish, and Cassie Suchy.

Susan Clubb

- Addressed the Council regarding manure dumping at the neighboring property. Town Manager Ramaglia gave an update on the status of the situation and informed Ms. Clubb to contact/take pictures if she continues to see activity at that property. There was discussion among Town Council, Town Staff, and Ms. Clubb.
- Inquired about the paving of "E" Road.

Cassie Suchy

- Asked how many Special Magistrate meetings have been held this year. Town Manager Ramaglia responded.
- Performance Evaluation
- Thanked for having Code enforcement.

Virginia Standish

- Lobbyist
- Governor's press release.
- Safety issues on Okeechobee Blvd and "B" Road Canal (illegal ingress/egress). There was discussion among Town Council, Town Staff, and Ms. Standish.

Todd McLendon

- Addressed the Town Council regarding the community of Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC). There was discussion among Town Council, and Town Staff.

ADJOURNMENT

The workshop was adjourned at 6:30 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING
February 7, 2023**

Meeting audio available in Town Clerk’s Office

CALL TO ORDER

Mayor Shorr called the meeting to order at 6:31p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Shorr led a prayer.

ROLL CALL

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia, Marge Herzog, and Marianne Miles, Town Manager Francine Ramaglia and Town Attorney Elizabeth Lenihan, Esq., and Public Works Director Larry Peters, Town Planning Consultant James Fleischman, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Vice Mayor Danowski asked could the Palm Beach County Sheriff’s comments could be moved before the Consent Agenda.

Town Clerk Burch also stated that the meeting heading should be Regular Meeting and not Workshop/Special Meeting.

Motion was made by Councilmember Maniglia seconded by Vice Mayor Danowski to approve the changes to the agenda; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were no public comments.

Report Update

Captain Turner from the Palm Beach County Sheriff’s Office (PBCSO) addressed the Town Council by giving an update report for the month of January. There was discussion among the Town Council and Captain Turner.

CONSENT AGENDA

1. Consideration of approval of Meeting Minutes.
 - a. February 7, 2023, Community Workshop Meeting Minutes

b. February 7, 2023, Town Council Regular Meeting Minutes

Motion was made Vice Mayor Danowski seconded by Councilmember Miles to approve the Consent Agenda; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.

2. Consideration of *Resolution No. 2023-14* authorizing the entry by the Town agreements with vendors for goods and services utilizing the St. Lucie County Guardrail Maintenance and Installation Contract Bid No. 21-085. **PULLED FROM CONSENT AGENDA**

Councilmember Maniglia asked for clarification regarding the vendors. Town Attorney Lenihan responded.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2023-14 authorizing the entry by the Town agreements with vendors for goods and services utilizing the St. Lucie County Guardrail Maintenance and Installation Contract Bid No. 21-085; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

3. Consideration of *Resolution No. 2023-15* appointing Todd McLendon to the Planning and Zoning Board. **PULLED FROM CONSENT AGENDA**

Councilmember Herzog spoke regarding Mr. McLendon qualifications to serve on the Planning and Zoning Board.

Motion was made by Councilmember Miles seconded by Vice Mayor Danowski to not approve Resolution No. 2023-15 appointing Todd McLendon to the Planning and Zoning Board; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, and Councilmember Miles. Nay: Councilmembers Herzog, and Maniglia. Motion passed 3-2.

4. Fiscal Year 2023 1st Quarter Financial Reports; Balance Sheets and Budget to Actual Revenue and Expenditures (Receive and File) **PULLED FROM CONSENT AGENDA**

Vice Mayor Danowski asked the Town Manager to explain the highlights of the Financial Reports including Balance Sheet and Budget to Actual Revenue and Expenditures for all funds. Town Manager Ramaglia gave an overview of the Financial Reports.

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to receive and file the Fiscal Year 2023 1st Quarter Financial Reports; Balance Sheets and Budget to Actual Revenue and Expenditures; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

PUBLIC HEARING (QUASI-JUDICIAL)

5. Consideration of *Resolution No. 2023-11* approving of the proposed Palm Beach Orthopedic Institute site plan for land owned by Loxahatchee Equestrian Partners, LLC. and Solar Sportsystems, Inc., consisting of 1.964 acres more or less located on the North side of Southern Blvd. East of "B" Road at the Intersection of Tangerine Drive and Mango Street, Loxahatchee Groves. **(Quasi-Judicial)**

Town Attorney Lenihan explained the Quasi-Judicial procedures. Town Attorney Lenihan also swore in all parties involved.

Brian Chegus, IPlan & Design, LLC presented the item by PowerPoint to the Town Council. There were also comments from James Fleischmann, the Town's Planning Consultant. There was discussion among the Town Council and Mr. Chegus, Mr. Hare, and Dr. Wessler.

There were public comments made by the following: Diane Jenkins, Virginia Standish, and Cassie Suchy.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to continue Resolution No. 2023-11 approving of the proposed Palm Beach Orthopedic Institute site plan for land owned by Loxahatchee Equestrian Partners, LLC. and Solar Sportsystems, Inc., consisting of 1.964 acres more or less located on the North side of Southern Blvd. East of "B" Road at the Intersection of Tangerine Drive and Mango Street, Loxahatchee Groves until February 21, 2023, at 6:30 p.m. or soon thereafter; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Maniglia. Nay: Councilmember Miles. Motion passed 4-1.

6. Consideration of *Resolution No. 2023-12* approving a Historical Legacy Designation for land owned by Tetro Land Development and Construction, LLC., consisting of 3.21 acres more or less, located at the Southwest Corner of "F" Road and Okeechobee Blvd, Loxahatchee Groves. (Quasi-Judicial) (Request to Continue)

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to continue Resolution No. 2023-12 approving a Historical Legacy Designation for land owned by Tetro Land Development and Construction, LLC., consisting of 3.21 acres more or less, located at the Southwest Corner of "F" Road and Okeechobee Blvd, Loxahatchee Groves until May 2, 2023, at 6:30 p.m. or soon thereafter; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

REGULAR AGENDA

7. Discussion and direction on paving plan.

Town Manager Ramaglia presented the item to the Town Council stating that this is an update on the paving plan that was discussed at the January 17th meeting. Town Attorney Lenihan also addressed the Town Council with an update on purchasing on this type and then gave Town Council her recommendations. There was discussion among the Town Council and Town Staff.

Motion was made by Mayor Shorr seconded by Vice Mayor Danowski to cancel the Rangers' purchase order, put the paving project out to bid by Monday, February 13th with a mandatory pre-meeting; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Miles. Nay: Councilmember Maniglia. Motion passed 4-1.

TOWN STAFF COMMENTS

Town Manager

- Apologize for her direct/forceful comments on the previous item.

- Code Enforcement- there will be some pretty big code cases such as: un-permitted uses, livestock waste, etc.- waiving of fees. If you have an issue to go to code@loxahatcheegrovesfl.gov- tree trimming
- CodeRed
- Jobs being advertised.
- Florida Municipal Insurance Trust is looking for a nomination for the board and will bring a resolution at the next meeting.
- Coffee with the Mayor

Town Attorney Lenihan spoke about the fee waiver.- would like for the Town Council to make a motion regarding fee waivers. There was discussion among the Town Council and Town Staff regarding the matter.

Town Attorney

Public Works Director

- Mike Bream-working on a proposal (canal cleaning)
- South Florida Water Management District (SFWMD)

Town Clerk

- Going to one meeting a month- spoke about agenda review- There was discussion among Town Council and Town Staff.

TOWN COUNCILMEMBER COMMENTS

Margaret Herzog (Seat 5)

- Spotlight on corner at “D” Road-churches leaving lights on
- Planning & Zoning nomination-What can be done?
- Building project that has been approved-Town Manager Ramaglia responded.
- Dates and time

Motion was made by Councilmember Herzog seconded by Councilmember Miles to extend the meeting to 11:00 p.m.; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Phillis Maniglia (Seat 1)

- Multi-purpose trails – ADA compliant
- Driveways connecting to public roadways.
- How many roads got paved last year- would like a list. Town Manager Ramaglia responded.
- Quarter report-who is showing up for committee meetings.
- Shared email from Keshavarz on “C” Bridge- Town Manager Ramaglia responded to Councilmember Maniglia’s concern.

Marianne Miles (Seat 3)

- Councilmembers reaching out to individual vendors- if Councilmembers have questions, they need to go through Town Staff. Town Manager Ramaglia responded to Councilmember Miles’ concerns.
- Tasks

- Canals
- Naming of the trail.

Vice Mayor Laura Danowski (Seat 2)

- Proud to sit on and serve on this Council.

Mayor Robert Shorr (Seat 4)

- League of Cities luncheon
- Canals inventory-Mr. Peter inventory of straws
- Churches-job site
- March 25-Coffee with Mayor- Mayor will send flyer/breakfast.
- Task list-workshop

ADJOURNMENT

There being no further business the meeting was adjourned at 10:58 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Maryann Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY WORKSHOP
FEBRUARY 21, 2023**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called the meeting to order at 6:00 p.m.

Town Council and Staff who were present: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles, Town Manager Ramaglia, Town Attorney Lenihan, Public Works Director Peters, Town Planning Consultant James Fleischman, and Town Clerk Burch

COMMENTS FROM THE PUBLIC

There was a public comment made by Cassie Suchy.

Cassie Suchy addressed the Council regarding the following:

- Access where the horse show is being held.

There was discussion among the Town Council regarding Ms. Suchy's concerns.

Vice Mayor Danowski asked Town Manager Ramaglia to give an update on Code Enforcement. Town Manager Ramaglia responded.

ADJOURNMENT

The workshop was adjourned at 6:30 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL WORKSHOP/SPECIAL MEETING
FEBRUARY 21, 2023**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Shorr led a prayer.

ROLL CALL

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia, Marge Herzog, and Marianne Miles Town Manager Francine Ramaglia and Town Attorney Elizabeth Lenihan, Esq., and Public Works Director Larry Peters, Town Planning Consultant James Fleischman, and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Town Manager Ramaglia stated that Resolution No. 2023-11 approving of the proposed Palm Beach Orthopedic Institute site plan is now item # 5 and item # 6 Cybersecurity Update needs to move to the March 7th meeting due to the IT contractors had a conflict for tonight's meeting.

Motion was made Vice Mayor Danowski seconded by Councilmember Maniglia to approve the agenda as amended; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There was public comment made by: Virginia Standish

CONSENT AGENDA

- 1. Consideration of Resolution No. 2023-18 Acknowledgement and Release by James Titcomb.
PULLED FROM AGENDA

Town Manager Ramaglia presented the item of Acknowledgement and Release to finalize payment of funds allocated to prior Town Manager James S. Titcomb pursuant to the terms of his prior employment agreement. The agreement provided for contributions to a deferred compensation account or retirement plan chosen by Mr. Titcomb in an amount equal to 9% per

year of his annual salary. The Town reserved funds in accordance with the applicable provisions but a deferred compensation account or retirement plan but not selected during his active employment and responded to Vice Mayor Danowski and Mayor Shorr's question regarding the item.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve Resolution No. 2023-18 approving the Acknowledgement and Release and payment; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

2. Consideration of Resolution No 2023-19 Amending Fee Schedule for Tree Removal Exempt Activities. **PULLED FROM AGENDA**

Town Manager Ramaglia presented the item that this is being revised pursuant to previous Council direction to waive or eliminate the charge for a land clearing exemption application and reduce the cost. There was a discussion between the Town Council and Town Manager Ramaglia.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to approve Resolution No. 2023-19 amending the adopted schedule of rates, fees, and charges for Planning and Zoning, Permitting, Code Enforcement, and other services; it was voted as follows: Ayes: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

3. Consideration of Resolution No. 2023-20 Regarding Nomination of a Councilmember to the Florida Municipal Insurance Trust Board. **PULLED FROM AGENDA**

Councilmember Maniglia asked Town Attorney Lenihan a question regarding the term and qualifications of this board. There was additional conversation regarding this item.

Motion was made by Councilmember Maniglia seconded by Councilmember Herzog to nominate herself for the Florida Municipal Insurance Trust Board; it was voted as follows: Ayes: Councilmembers Herzog, and Maniglia. Nays: Mayor Shorr, Vice Mayor Danowski, and Councilmember Miles. Motion failed 2-3.

Motion was made by Vice Mayor Danowski seconded by Councilmember Miles to approve the Resolution No. 2023-20 nominating Mayor Robert Shorr for and supporting his appointment to the Board of Trustees of the Florida Municipal Insurance Trust; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, and Councilmember Miles. Nays: Councilmembers Herzog, and Maniglia. Motion passed 3-2.

4. Consideration of Resolution No. 2023-21 Cancelling Work Order with Ranger Construction, Inc. **PULLED FROM AGENDA**

Town Manager Ramaglia presented the item stating that in the interest of transparency and fairness, the Council decided at its meeting on February 7th to open the paving plan up to a competitive selection process. To that end, the previous work order granted by Resolution No. 2022-78 authorizing paving for roadway segments set forth in the Town's Capital Improvement Plan for FY 2023 is rescinded by this action.

Motion was made by Councilmember Herzog seconded by Councilmember Miles to adopt Resolution No. 2023-21 rescinding Resolution No. 2022-78 and the authorization to utilize its Agreement with Ranger Construction Industries, Inc. under PBC Project No. 2021050 for milling and resurfacing on roadway segments in the Town’s adopted Capital Improvement Plan for FY 2023; it was voted as follows; Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, and Miles. Nay: Councilmember Maniglia.

PUBLIC HEARING (QUASI-JUDICIAL)

5. Consideration of *Resolution No. 2023-11* approving of the proposed Palm Beach Orthopedic Institute site plan for land owned by Loxahatchee Equestrian Partners, LLC. and Solar Sportsystems, Inc., consisting of 1.964 acres more or less located on the North side of Southern Blvd. East of “B” Road at the Intersection of Tangerine Drive and Mango Street, Loxahatchee Groves. **(Quasi-Judicial)**

Town Attorney Lenihan explained the Quasi-Judicial procedures. Town Attorney Lenihan also swore-in all parties involved.

Brian Chegus, IPlan & Design, LLC presented the item by PowerPoint to the Town Council. There were also comments from James Fleischmann, the Town’s Planning Consultant. There was discussion among the Town Council and Mr. Chegus and Mr. Hare.

There were public comments made by Virginia Standish and Cassie Suchy.

Motion was made by Councilmember Maniglia seconded by Herzog to approve Resolution No. 2023-11 approving of the proposed Palm Beach Orthopedic Institute site plan for land owned by Loxahatchee Equestrian Partners, LLC. and Solar Sportsystems, Inc., consisting of 1.964 acres more or less located on the North side of Southern Blvd. East of “B” Road at the Intersection of Tangerine Drive and Mango Street, Loxahatchee Groves with the changes and additions to the conditional of approvals; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

REGULAR AGENDA

6. Cybersecurity Update-**PULLED FROM THE AGENDA AND RESCHEDULED TO THE MARCH 7TH MEETING.**

7. Quarterly Reports:
 - a. PBSO

PBSO District 17 Town of Loxahatchee Groves attached the January 2023 monthly report and the 2022 Annual Report.

- b. Building

Maria Pineda, Account Manager and William Hudson, Regional Manager of East Florida of SAFEbuilt presented a PowerPoint presentation to Town Council and there was discussion among Town Council, Town Staff and Ms. Pineda, and Mr. Hudson.

- c. Code Enforcement

Town Manager Ramaglia gave an overview of what is happening in Code Enforcement. Mario Matos, Asst. Public Works Director/Code Enforcement Officer presented the quarterly report to the Town Council. There was discussion among the Town Council and Town Staff.

d. Public Works

Mario Matos, Asst. Public Works Director gave an overview of the Public Works quarterly report. There was discussion among the Town Council and Town Staff.

There were public comments made by the following Virginia Standish and Cassie Suchy.

e. Planning

James Fleischmann, Town's Planning Consultant presented a list of development review applications to Town Council that he has identified as being in the pipeline for future Council consideration. He also addressed Councilmember Maniglia earlier concerns.

8. Review and Discussion of Priority List

Town Manager Ramaglia gave a summary of the Town Council priority list and asked Town Council to give staff a top three priorities and gave examples. There was discussion among Town Council and Town Staff.

There was consensus by Town Council to ensure that the left lane turn at the Publix Shopping Centre will be taken care of as previous stated.

WORKSHOP DISCUSSION

9. Discuss Annexation and De-annexation.

Town Attorney Lenihan gave a summary of annexation and de-annexation. There was discussion among Town Council and Town Staff. Town Manager Ramaglia also stated that a letter from Indian Trail Improvement District asking Town Council for a letter of support in their quest to become a municipality. There was discussion among to Town Council and Town Staff.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to receive and file letter that was received from Indian Trail Improvement District; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to send letter of support to Indian Trail Improvement District (ITID)

There were public comments by the following: Betty Argue, Virginia Standish, and Cassie Suchy.

TOWN STAFF COMMENTS

Town Manager

- Announced upcoming meeting dates.

Town Attorney

No comment.

Public Works Director

No comment.

Town Clerk

No comment.

TOWN COUNCILMEMBER COMMENTS

Marianne Miles (Seat 3)

- Glad Town Council is moving forward, also glad about starting the process for the B Road intersection.

Margaret Herzog (Seat 5)

- Announced that the Adopt A Road will be held on March 14th from 8-11 a.m. at Red Barn.
- Asked about King size bed on the canal on A Road
- Thanked Coastal
- Spoke about Brazilian Peppers

Phillis Maniglia (Seat 1)

- Good night, Irene.

Vice Mayor Laura Danowski (Seat 2)

- Asked about RFP regarding trash.
- Behaviors that are displayed on the dais during meetings.

Mayor Robert Shorr (Seat 4)

- Spoke about permits that allows for tree trimming- still have to abide by the 6 cubic feet.
- Coffee with the Mayor will be held on March 18th 8-noon.

ADJOURNMENT

The workshop was adjourned at 6:30 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL COMMUNITY WORKSHOP
MARCH 21, 2023**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called the meeting to order at 6:00 p.m.

Town Council and Staff who were present: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles, Town Manager Ramaglia, Town Attorney Lenihan, Public Works Director Peters, and Town Clerk Burch

COMMENTS FROM THE PUBLIC

There was a public comment made by Virginia Standish and Cassie Suchy.

Virginia Standish addressed the Council regarding the following:

- Spoke about the mics not being on/speaking in the microphones during meeting so that the public can hear.
- Affordable Housing/Excessive Tax

There was discussion among the Town Council, Staff, and Ms. Standish.

Cassie Suchy addressed the Council regarding the following:

- Access where the horse show is being held.

There was discussion among the Town Council regarding Ms. Suchy's concerns.

Vice Mayor Danowski asked Town Manager Ramaglia to give an update on Code Enforcement. Town Manager Ramaglia responded.

ADJOURNMENT

The workshop was adjourned at 6:30 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Council Member Marge Herzog

Council Member Marianne Miles

Council Member Phillis Maniglia



**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL REGULAR MEETING
MARCH 21, 2023**

Meeting audio available in Town Clerk's Office

CALL TO ORDER

Mayor Shorr called the meeting to order at 6:31p.m.

PLEDGE OF ALLEGIANCE

Mayor Shorr led the Pledge of Allegiance.

MOMENT OF SILENCE

Mayor Shorr led a prayer.

ROLL CALL

Mayor Robert Shorr, Vice Mayor Laura Danowski, Councilmembers Phillis Maniglia, Marge Herzog, and Marianne Miles, Town Manager Francine Ramaglia and Town Attorney Elizabeth Lenihan, Esq., and Public Works Director Larry Peters and Town Clerk Lakisha Burch.

ADDITIONS, DELETIONS AND MODIFICATIONS

Town Manager Ramaglia stated that item # 10 and the backup for item # 8 was added and was distributed to Town Council.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve the agenda and the modifications; it was voted as follows: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

There were no public comments.

PRESENTATION

1. Oath of Office for Unopposed Council Member (Margaret Herzog)

The qualifying dates for the Town of Loxahatchee Groves' Seat 5 were November 8th through November 16th noon to noon, of the year 2022, for the Town of Loxahatchee Groves' Seat 5. Due to no one running for the seat, the incumbent was unopposed. The 2023 Election was scheduled to be held on March 14, 2023.

Town Clerk Burch administered the Oath of Office to Councilmember Margaret Herzog. She was unopposed for the March 2023 election.

2. Presentation of the Palm Beach County Sheriff's Office 2022 Annual Report.

Capitan Craig Turner of the Palm Beach County Sheriff Office, District 17 addressed Town Council presented with a PowerPoint presentation the 2022 Annual Report. There was discussion among the Town Council and Capitan Turner.

There was a public comment made by Virginia Standish.

3. Presentation of Cyber Security by Node0 (IT Consultants) and receive and file of Cyber Security Policy.

Patrick Price from Node0 the Town's IT consultant presented the Cyber Security policy and gave an update on Cyber Security.

4. Presentation of the FY 21 Audit by Chris Wallace of Munilytics.

Chris Wallace from Munilytics presented the FY 21 Audit to the Town Council. There was discussion among the Town Council, Town Staff, and Mr. Wallace.

There was a public comment made by Virginia Standish.

CONSENT AGENDA

There was a public comment made by Virginia Standish regarding item 6.

5. Consideration of approval of Meeting Minutes.
 - a. 07 19 22 Town Council Workshop Meeting Minutes
 - b. 02 17 23 Community Workshop Meeting Minutes
7. Consideration of **Resolution No. 2023-17** adopting the year end Budget Amendment (FY22)
8. Consideration of **Resolution No. 2023-24** authorization of change order of Johnson-Davis.
9. Consideration of **Resolution No. 2023-26** authorization of financial services contract with Munilytics.
10. Receive and File vendors payment in FY 22 between \$10,000 and \$25,000.

Mayor Shorr asked that item # 6 be pulled from the Consent Agenda.

Motion was made by Vice Mayor Danowski seconded by Councilmember Maniglia to approve Consent Agenda items 5,7,8,9, and 10; it was voted as follows; Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

6. Consideration of **Resolution No. 2023-27** appointing Lisa El-Ramey to the Planning and Zoning Board. **PULLED FROM THE CONSENT AGENDA**

Motion was made by Mayor Shorr seconded by Vice Mayor Danowski to approve Resolution No. 2023-27 appointing Lisa El-Ramey to the Planning and Zoning Board; it was voted as follows: Ayes: Ayes: Mayor Shorr, Vice Mayor Danowski, Councilmembers Herzog, Maniglia, and Miles. Motion passed unanimously.

DISCUSSION

11. Discussion of Council Priorities Scheduled.

TOWN STAFF COMMENTS

Town Manager

- Paving Tabulation
- Easements
- Oppose bill for Solid Waste

Town Attorney

No comment.

Public Works Director

No comment.

Town Clerk

- Asked the Town Council how they would like to vote for Mayor and Vice Mayor and Board of Supervisors- in one nomination or two? The Town Council stated that want to nominate and vote for one position at a time.

TOWN COUNCILMEMBER COMMENTS

Phillis Maniglia (Seat 1)

- No comment.

Marianne Miles (Seat 3)

- No comment.

Margaret Herzog (Seat 5)

- Lobbyist
- Announced the upcoming Loxahatchee Groves Landowners Owners' (LGLA) meeting.
- Announced the upcoming Planning and Zoning Board Meeting

Vice Mayor Laura Danowski (Seat 2)

- Thanked Town Manager for item # 11- curious about why all wanted the month of July off.
- Spoke about Palm Beach Leadership (Western Communities)

Mayor Robert Shorr (Seat 4)

- 2 Culverts in Capital Improvement- LP responded to Mayor's concern.
- Replacing culverts before paving.
- Coffee with the Mayor on April 1, 2023, from 8-12.

ADJOURNMENT

There being no further business the meeting adjourned at 9:30 p.m.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor Laura Danowski

Councilmember Marge Herzog

Councilmember Marianne Miles

Councilmember Phillis Maniglia

TOWN OF LOXAHATCHEE GROVES

155 F Road Loxahatchee Groves, FL 33470



AGENDA MEMO

Agenda Item # 2

TO: Town Council of Town of Loxahatchee Groves

FROM: Larry A. Peters, P.E., Public Works Director

DATE: April 4, 2023

SUBJECT: Consideration of *Resolution No. 2023-29* approving scope and pricing for replacement of a bridge culvert at 24th Court North and “E” Road

Background:

The existing bridge culvert at 24th Court North and East of E Road is in a failing condition and needs to be replaced. This bridge culvert is within the Town’s right-of-way and is the only access to seven parcels. Johnson-Davis, Inc. has a continuing contract with the Town, and has provided a proposal to replace this bridge culvert. Staff is requesting approval of scope and pricing for the replacement of the culvert.

A proposal in the amount of \$110,830.00 was submitted by Johnson-Davis, Inc. for this culvert replacement.

Recommendations:

Move that Town Council adopt Resolution No. 2023-29 approving the of scope of work and pricing under continuing contract with Johnson-Davis, Inc. in the amount of \$110,830.00 for replacement of the bridge culvert at 24th Court North and E Road.

**TOWN OF LOXAHATCHEE GROVES
RESOLUTION NO. 2023-29**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE SCOPE AND PRICING FOR REPLACEMENT OF A BRIDGE CULVERT AT 24TH COURT NORTH AND E. 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.

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 Boynton Beach Bid No. 019-2821-19/IT; and

WHEREAS, the Town is in need of goods and services for the replacement of a bridge culvert at 24th Court North and E Road within the Town; and

WHEREAS, the Town Council desires to utilize its agreement with Johnson-Davis, Inc., as stated in the Scope of Work attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, the Town Council has determined the Scope of Work serves a 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.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby authorizes the Town to utilize its agreement with Johnson-Davis, Inc. utilizing pricing under Boynton Beach Bid No. 019-2821-19/IT for replacement of a bridge culvert at 24th Court North and E Road and approves the Scope of Work and pricing attached hereto as Exhibit “A”.

Section 3. The Mayor is authorized to execute any and all documents to implement the Scope of Work and pricing attached hereto by the Town, including letter agreements and addenda, in forms acceptable to the Town Manger and Town Attorney. 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"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF _____ 2023.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor

Lakisha Burch, Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Councilmember

Office of the Town Attorney

Councilmember

Councilmember

JOB NAME: 24th Court North and E Road					
Item #	DESCRIPTION	BID Quantity	U.M.	BID	AMOUNT
	MOBILIZATION/GENERAL CONDITIONS	1.00	LSU	6,000.00	6,000.00
	CLEARING AND GRUBBING	1.00	LSU	6,000.00	6,000.00
	MOT	1.00	LSU	1,000.00	1,000.00
	72" CMP	40.00	LF	725.00	29,000.00
	RIP RAP HEADWALL W/FLARE	70.00	CY	640.00	44,800.00
	EMBANKMENT	80.00	CY	35.00	2,800.00
	SOD	400.00	SY	10.00	4,000.00
	8" LIMEROCK ENTRANCE	100.00	SY	30.00	3,000.00
	TOTAL BASE BID				96,600.00
	ALTERNATE TEMP. BRIDGE	1.00	LSU	8,150.00	8,150.00
	18" CULVERT REPLACEMENT	40.00	LF	152.00	6,080.00
TOTAL BID W/ALT.					\$ 110,830.00

Alternate Temporary Bridge includes Barrier Wall
 18" Culvert Replacement is Quote provided by Johnson-Davis on 1/23.
 All conditions for that proposal apply.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: April 4, 2023

SUBJECT: Consideration of *Resolution No. 2023-31* authorizing the expenditure to Level Land Grading, Inc. in excess of \$25,000

Background:

Level Land Grading, Inc. has been installing culverts for the Town. The Town provides the materials (rock and pipe) and Level Land Grading, Inc. supplies the manpower and equipment. Level Land Grading, Inc. is doing the work for \$1,850 per culvert. This price was substantially less than the two other quotes received by the Town for the same scope of work. The culverts are installed according to Town specifications and the quality of the work has been good.

In this fiscal year Level Land Grading, Inc. has installed 9 culverts for a total price of \$16,650. The public works director has identified a need for 6 additional culverts and believes as many as 13 more may be needed. The Town has budgeted \$100,000 for miscellaneous culverts in its Capital Improvement Plan for 2023. The cost of rock and pipe for each of the culverts is approximately \$2,000, which brings the cost per culvert to \$3,850. In addition, the delivery of materials to the site is done by Town employees using Town equipment.

Pursuant to Section 2-134(c) of the Town's Code, Town staff is seeking authority to utilize Level Land Grading, Inc. for the additional culvert work, which will result in aggregate payments to the contractor in excess of \$25,000 during this fiscal year.

Resolution No. 2023-01 authorizes payments to Level Land Grading, Inc. for work done and to be done in excess of \$25,000 during this fiscal year for installation of culverts at a price of \$1,850 per culvert with the Town supplying necessary rock and pipe for the installation.

Recommendation:

Move that Town Council adopt *Resolution No. 2023-31* authorizing the expenditure to Level Land Grading, Inc. in excess of \$25,000 for fiscal year 2023 for culvert construction/installation services.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2023-31

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE EXPENDITURE OF FUNDS TO LEVEL LAND GRADING, INC. OF OR IN EXCESS OF \$25,000 IN THE AGGREGATE FOR THE CONSTRUCTION AND INSTALLATION OF CULVERTS DURING FISCAL YEAR 2023; AUTHORIZING THE TOWN MANAGER TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE 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, the Town has a need to install and replace culverts as conditions warrant and opportunities present themselves for such action; and

WHEREAS, the Town solicited quotes for the provision of equipment and manpower to construct and install such culverts in accordance with Town standards with the Town supplying the necessary rock and piping materials for the construction/installation of the culverts; and

WHEREAS, Level Land Grading, Inc., (“Contractor”) agreed to provide the construction services for \$1,850.00 per culvert which was substantially less than any other quote the Town received; and

WHEREAS, the Town was uncertain as to how many and at what locations the culverts would be located and/or replaced; and

WHEREAS, the Town is uncertain as to how many more or exactly where future culverts will be located or replaced; and

WHEREAS, 9 culverts have been installed by Contractor and it is clear that the aggregate cost of future culvert projects will result in payments to the Contractor of over \$25,000.00 this fiscal year; and

WHEREAS, Section 2-134(c) of the Town’s Code requires approval of Town Council for acquisitions and expenditures to a single vendor equal to or exceeding the aggregate of \$25,000, per project, during the course of a fiscal year; and

WHEREAS, the Town Council has determined that authorizing the expenditure of more than \$25,000.00 to Contractor for culvert construction/installation services in fiscal year 2023 serves a 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 aggregate expenditure of more than \$25,000.00 in fiscal year 2023 to Level Land Grading, Inc., for the construction/installation of culverts in accordance with Town standards at an individual price of \$1,850.00 per culvert for work done by Level Land Grading, Inc., in accordance with the adopted budget. The Town Manager is authorized to execute any and all documents necessary to implement the intent of this Resolution, in forms acceptable to the 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:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHLLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCIL MEMBER	<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 2023.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Councilmember Margaret Herzog

Office of the Town Attorney

Councilmember Phillis Maniglia

Councilmember Marianne Miles



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 4

TO: Town Council of Town of Loxahatchee Groves

FROM: Lakisha Burch, Town Clerk

VIA: Francine L. Ramaglia, Town Manager

DATE: April 4, 2023

SUBJECT: Consideration of *Resolution No. 2023- 32* approving the schedule for the Town Council Regular and Workshop Meetings for April to December 2023.

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.

RECOMMENDATIONS:

Staff recommends that the Town Council approve *Resolution No. 2023-32* a schedule for the Town Council Regular, Workshop, and Workshop/Special Meeting Schedule for April to December 2023.

RESOLUTION NO. 2023-32

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A SCHEDULE FOR THE REGULAR AND WORKSHOP TOWN COUNCIL MEETINGS DATES FOR APRIL TO DECEMBER 2023; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2018-73 set forth a schedule for the regular Town Council Meeting Dates for Fiscal Year 2018-2019; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida, desires to adopt an adjusted schedule for Town Council Meetings; and

WHEREAS, finds it in the best interest of the Town to confirm a uniform meeting calendar for conduct of business and public participation at Town meetings; and

WHEREAS, the identified Calendar Schedule for all regular and workshop Town Council Meetings for the period beginning April 1, 2023, through December 31, 2023, is hereby presented.

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 of the Town of Loxahatchee Groves hereby adopts Resolution No. 2023-32 the Town Council Meeting Schedule for calendar year of 2023, beginning April 1, 2023, and ending December 31, 2023, as set forth in **Exhibit "A"** attached hereto.

Section 3. The Town Council may from time to time, by motion, add, modify, change, and delete meetings from the attached Meeting Schedule as necessary to conduct the business of the Town of Loxahatchee Groves.

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 in application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon adoption.

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

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGARET HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHLLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCIL MEMBER	<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 2023.

ATTEST:

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

Lakisha Burch, Town Clerk

Mayor Robert Shorr

Vice-Mayor Laura Danowski

Councilmember Margaret Herzog

APPROVED AS TO LEGAL FORM:

Councilmember Phillis Maniglia

Elizabeth Lenihan, Town Attorney

Councilmember Marianne Miles

COUNCIL MEETING SCHEDULE APRIL TO DECEMBER 2023

April 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

April 4th Town Council Regular Meeting
 April 7th Good Friday
 April 9th Easter
 April 18th Town Council Workshop

May 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	28	29	30	31		

May 2nd Town Council Regular Meeting
 May 16th Town Workshop Meeting
 May 28th Memorial Day-HOLIDAY

June 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
13	14	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

June 6th Town Council Regular Meeting
 June 20th Town Council Workshop Meeting

July 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July 4th Fourth of July- HOLIDAY

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 1st Town Council Regular Meeting
 August 15th Town Council Workshop Meeting

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September 4th Labor Day-HOLIDAY
 September 5th First Budget Hearing
 September 19th Final Budget Hearing

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October 3rd Town Council Regular Meeting
 October 17th Town Council Workshop Meeting

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November 7th Town Council Regular Meeting
 November 10th Veterans' Day Observed- HOLIDAY
 November 21st Town Council Workshop Meeting
 November 23rd Thanksgiving- HOLIDAY
 November 24th Day After Thanksgiving- HOLIDAY

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December 5th Town Council Regular Meeting
 December 19th Town Council Workshop Meeting
 December 22nd Christmas Eve Observed HOLIDAY
 December 24th and 25th Christmas Eve and Christmas
 December 26th Christmas Observed HOLIDAY



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: April 4, 2023

SUBJECT: Consideration of *Resolution No. 2023-33* approving easements related to FY23 Town Paving Program

Background:

In moving forward with the FY23 Town Paving Program it is beneficial for the Town to secure certain Roadway and/or Drainage and/or Utility easements along some segments of the road paving project. Specifically, easements are needed along North E Road, Folsom Road, and West G Road. In addition, while there is an existing 20 foot roadway easement along Collecting Canal Road, drainage and utility easements would be useful in this area.

Town staff has been working with property owners to acquire the easements and have identified properties upon which easements are needed or available. Those property locations are identified in Exhibit "A" to Resolution No. 2023-33 and the form of the proposed easement is the Town's standard easement form which was previously approved by Town Council. The nature and extent of the easement will vary depending on the particular location.

The Town Council must accept the easements in accordance with Section 05-085 of Article 05 "Administrative and Legal Provisions" of Part I "Administration and Definitions of the Town's ULDC. With the pendency of the FY23 Town Road Paving Program and the award of the contract for the construction work and in order to minimize and delay or stoppage of the work, the Town Manager and Town Attorney are suggesting the Town Council approve and accept the easements at the identified locations, authorize the Mayor to execute the easements and Town staff to record the easements, without the necessity of bringing them back individually to the Town Council for acceptance and approval, under the following conditions:

1. That the easements will be in the standard form approved by Town Council or with non-monetary changes subject to approval by the Town Manager and Town Attorney;
2. Authorizing the Mayor (or Town Manager) to execute the acceptance of the easements identified in the Resolution upon approval by the Town Attorney;
3. Require that the easement for each property be fully executed and recorded before work on the project takes place within the easement area for that property.



155 F Road Loxahatchee Groves, FL 33470

Recommendation:

Move that Town Council adopt Resolution No. 2023-33 accepting easements on properties identified therein.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2023-33

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ACCEPTING EASEMENTS; 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, specifically, the Town has a need for easements on the properties listed in the attached Exhibit “A” in order to ensure there is a clear right to pave portions of North E Road, Folsom Road, West G Road and to obtain drainage rights adjacent to collecting canal related to the Town FY23 Road Paving Program; and

WHEREAS, the easements will be substantially in the form previously approved by Town Council for Roadway, Drainage and Utility Easements; and

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

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 hereby accepts Easements for Roadway, and/or Drainage and/or Utility purposes, as the necessity of those Easements are determined by Town staff to facilitate the FY23 Road Paving Program, upon the properties identified in Exhibit “A”, attached hereto, in substantially the same form as previously approved by Town Council, subject to the approval of the Town Manager and Town Attorney. No monetary changes to the form of the easement will be approved by the Town Manager and Town Attorney without further authorization from Town Council. Upon approval by the Town Attorney, the Mayor is authorized to execute the Easements on behalf of the Town and Town staff is directed to have said Easements recorded in the public records.

Section 3. Any portion of the work related to the FY23 Road Paving Program which is contingent upon having an easement shall not take place until the Easement is fully executed and recorded.

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 upon its 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"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF APRIL 2023.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor

Lakisha Burch, Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Councilmember

Office of the Town Attorney

Councilmember

Councilmember

EXHIBIT A**LOCATION OF EASEMENTS****E ROAD NORTH**

1. **3001 E Road** – Parcel Identification Number: 41-41-43-17-01-436-0020
2. **3057 E Road** – Parcel Identification Number: 41-41-43-17-01-436-0010
3. **3123 E Road** – Parcel Identification Number: 41-41-43-17-01-435-0020
4. **3191 E Road** – Parcel Identification Number: 41-41-43-17-01-435-0010
5. **3255 E Road** – Parcel Identification Number: 41-41-43-17-01-434-0010
6. **3319 E Road** – Parcel Identification Number: 41-41-43-17-01-434-0010
7. **3381 E Road** – Parcel Identification Number: 41-41-43-17-01-433-0020
8. **3445 E Road** – Parcel Identification Number: 41-41-43-17-01-433-0010
9. **3509 E Road** – Parcel Identification Number: 41-41-43-17-01-432-0020
10. **3571 E Road** – Parcel Identification Number: 41-41-43-17-01-432-0010
11. **3635 E Road** – Parcel Identification Number: 41-41-43-17-01-431-0010
12. **3701 E Road** – Parcel Identification Number: 41-41-43-17-01-431-0020
13. **3765 E Road** – Parcel Identification Number: 41-41-43-17-01-430-0050
14. **3766 E Road** – Parcel Identification Number: 41-41-43-17-01-430-0040
15. **14042 North Road** – Parcel Identification Number: 41-41-43-17-01-429-0010

COLLECTING CANAL ROAD

1. **687 D Road** - Parcel Identification Number: 41-41-43-17-01-301-0010
2. **14599 Collecting Canal Road** - Parcel Identification Number: 41-41-43-17-01-301-0020

FOLSOM ROAD

1. **2453 Folsom Road**- Parcel Identification Number: 41-41-43-17-01-628-0030
2. **2425 Folsom Road** - Parcel Identification Number: 41-41-43-17-01-628-0050
3. **2365 Folsom Road** - Parcel Identification Number: 41-41-43-17-01-628-0010
4. **12797 22nd Court** - Parcel Identification Number: 41-41-43-17-01-629-0030
5. **2789 Compton Road** - Parcel Identification Number: 41-41-43-17-01-630-0010

25TH STREET N

1. **12775 25th St. N.** - Parcel Identification Number: 41-41-43-17-01-701-0020
2. **12839 25th St. N.** - Parcel Identification Number: 41-41-43-17-01-701-0030

G ROAD WEST

1. **2477 G Road W** - Parcel Identification Number: 41-41-43-17-01-627-0030
2. **2585 G Road W** - Parcel Identification Number: 41-41-43-17-01-627-0020
3. **2659 G Road W** - Parcel Identification Number: 41-41-43-17-01-626-0040
4. **2763 G Road W** - Parcel Identification Number: 41-41-43-17-01-625-0020
5. **2811 G Road W** - Parcel Identification Number: 41-41-43-17-01-625-0010
6. **13038 North Rd.** - Parcel Identification Number: 41-41-43-17-01-624-0010



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Town Manager

DATE: April 4, 2023

SUBJECT: Resolution 2023-30 approving the award of a contract to J.W. Cheatham, LLC for the Town FY23 Road Paving Program, IFB # 2023-01

Background:

The Town has been contemplating paving certain roadway segments as identified in the Town's adopted Capital Improvement Plan. In furtherance of that plan, the Town issued an Invitation For Bids, IFB # 2023-01, on February 16, 2023.

The roadway segments which were the subject of the bid are:

1. Collecting Canal Road from Folsom to F Road
2. Collecting Canal Road from F Road to E Road
3. Collecting Canal Road from E Road to D Road
4. Collecting Canal Road from D Road to C Road
5. Collecting Canal Road from C Road to B Road
6. E Road from Collecting Canal to Okeechobee Road
7. E Road North from South North Road to North Road
8. Folsom from Compton to 25th Street North
9. 25th Street North from Folsom to G Road West
10. G Road West from 25th Street North to South North Road
11. 160th Ave. N. from 40th St. N. to beyond 44th St. N

The work to be done on the roads is to prepare the roadway for paving, pave a 20 foot wide roadway (where possible and a minimum of 18 feet), install speed tables (where directed) and stripe the roads for two lanes. The paving will be a minimum of two inches of asphalt. The road rock necessary for the project will be supplied by the Town through its existing contracts. 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 has to be postponed or cancelled.

A mandatory pre-bid meeting was held on February 28th and representatives from nine (9) contracting firms attended the meeting. On March 20th six (6) contractors responded and submitted bids. The bids from lowest to highest lump sum were as follows:



155 F Road Loxahatchee Groves, FL 33470

1. J.W. Cheatham, LLC - \$1,449,090.00*
2. Ranger Construction Industries, Inc. - \$1,482,314.00
3. Janice M. Riley, Inc. DBA The Paving Lady - \$1,621,050.77
4. Atlantic Southern Paving and Sealcoating, LLC - \$1,691,674.00
5. Florida Blacktop, Inc. - \$2,027,506.06
6. Huur Homes, LLC - \$2,190,584.25

*Lump sum bid price adjusted pursuant to paragraph 4 of Section 4 of the IFB to correct mathematical error.

J.W. Cheatham, LLC, is a licensed, qualified contractor and meets the requirements of the IFB. The results of the IFB were posted and identified J.W. Cheatham, LLC,'s bid as the tentative awardee. There has been no protest to the tentative award by the Town. A contract for award to J.W. Cheatham, LLC has been prepared and executed by the contractor.

The contract should be awarded to the lowest responsive responsible bidder, subject to budget limitations.

If the Town Council has approved the budget amendment as contemplated by Resolution No. 2023-28, there is sufficient funding for the award of this contract.

Recommendation:

Move that Town Council approve Resolution No. 2023-30 approving the award of a contract to J. W. Cheatham, LLC for the Town FY23 Road Paving Program, IFB # 2023-01.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2023-30

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A CONTRACT FOR CONSTRUCTION SERVICES WITH J.W. CHEATHAM, LLC, FOR TOWN FY23 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.

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 FY23 Road Paving Program IFB # 2023-01 (“IFB”); and

WHEREAS, bids for the IFB were opened on March 20, 2023; and

WHEREAS, the Town Council has determined that J.W. Cheatham, LLC, was the lowest responsive responsible bidder; and

WHEREAS, entering into a construction services contract with J.W. Cheatham, LLC for Town FY23 Road Paving Program serves a 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 J.W. Cheatham, LLC. 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:

	<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 2023.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor

Lakisha Burch, Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Councilmember

Office of the Town Attorney

Councilmember

Councilmember

**CONTRACT FOR TOWN FY23 ROAD PAVING PROGRAM -
IFB # 2023-01**

THIS CONTRACT for the Town FY23 Road Paving Program (“Contract”) is by and between the **Town of Loxahatchee Groves**, a Florida municipal corporation (“Town”) and **J.W. Cheatham, LLC**, a Florida corporation, with its principal address at 7396 Westport Place, West Palm Beach, FL 33413 (“Contractor”).

WHEREAS, the Town issued Invitation For Bid # 2023-01 for Town FY23 Road Paving Program (“IFB”); and

WHEREAS, the Contractor submitted a bid in response to the IFB; and

WHEREAS, the Town desires to award the IFB to the Contractor on an exclusive basis for the Town FY23 Road Paving Program (“Program”); and

WHEREAS, the Town finds awarding the IFB to 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 sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. GENERAL INFORMATION.

1.1 **Scope of Services.** The Contractor shall provide the services requested by the Town and required as described herein. The general nature of the services to be provided by the Contractor under this Contract are construction services for the Program as described in detail in the IFB.

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, the IFB (including, but not limited to, the addenda, attachments, exhibits and any plans issued therewith); the bid submitted by the Contractor; and any duly executed and issued work 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: Fully executed Change Orders or Contract amendments
- Second Priority: This Contract
- Third Priority: Fully executed Work Orders
- 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 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 exclusive Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the term of this Contract shall be ninety (90) days from notice to proceed. This Contract may be extended by mutual written agreement of the parties for a period of thirty (30) days.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** All services to be provided within ninety (90) days from the date of notice to proceed. All asphalt paving and speed table installation shall be substantially complete within sixty (60) days from the date of notice to proceed. All work including striping shall be complete within ninety (90) days from the date of 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 work order. 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. 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 work order.

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 is willing to 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 "B"**. 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, except as provided herein. Specifically, the Town will withhold ten percent (10%) of each payment to the Contractor as retainage until fifty percent (50%) of the price is paid to the Contractor. Upon payment of fifty percent (50%) of the price to the Contractor, the Town will withhold only five percent (5%) of each payment made to the Contractor. Upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage upon payment of fifty percent (50%) of the price being paid to the Contractor (not to exceed fifty percent (50%) of the total retainage amount).

3.4 **Substantial Completion.** Upon substantial completion, the Contractor and Town shall establish a punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request.

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 or any other provision in the Contract Documents shall be construed 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. 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.

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 "A"** 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 at the time the Contractor submits its Work Order for Town approval.
- (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 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 work order 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, LBURCH@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 **Enforcement Costs; Waiver of Jury Trial.** 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.**

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:

J. W. Cheatham, LLC
Thomas P. Uhrig, President
7396 Westport Place
West Palm Beach, FL 33413

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 resulting 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.

IN WITNESS WHEREOF, the Town and Contractor have caused this Contract for Town FY23 Road Paving 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:

Lakisha Burch, Town Clerk

Office of the Town Attorney

CONTRACTOR: J. W. CHEATHAM, LLC

By: Thomas P. Uhrig

[Corporate Seal, if required]

Print Name: Thomas P. Uhrig

Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 28 day of March, 2023, by Thomas P. Uhrig[name], as President [title] of J. W. Cheatham, LLC, a limited liability company, 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]

Signature of Notary Public

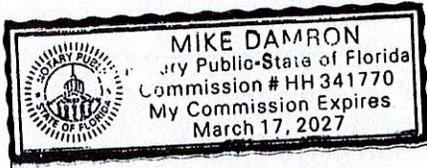


EXHIBIT "A"
PUBLIC CONSTRUCTION BOND FORM

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 FY23 Road Paving 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 FY23 Road Paving Program Contract**, dated _____, 2023, 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)

EXHIBIT "B"
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 FY23 Road Paving 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.

BID PACKAGE COVER SHEET

(B1)

IFB #2023-01 _____ Project Title: Town FY23 Road Paving Program

Bidder Company Name: J.W. Cheatham, LLC

Enclose the following documents:

1. Bid Package Cover Sheet (B1)
2. Bidder's Minimum Qualifications (B2)
3. Bid Form (B3)
4. Schedule of Prices (B4)
5. Substitution Sheet (B5) - If none, mark "none".
6. Schedule of Sub-contractors (B6) - If none, mark "none".
7. Contractor Verification (B7) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
8. Reference List (B8)
9. Affidavit of Prime Bidder re Non-collusion (B9)
10. Drug Free Certification (B10)
11. Contractor's Material Suppliers (B11)
12. Contractor's Existing and Projected Workload (B12)
13. Scrutinized Companies Certification Form (B13)
14. Conflict of Interest Statement (B14)
15. State of Florida E-Verify Form (B15)
16. Bond Capability (B16)

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.

IFB # 2023-01

(B2)

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: J.W. Cheatham, LLC

PROJECT (FIRST PROJECT)

Name of Project: _____

Project Location: _____

Description of Project: See Attached

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: J.W. Cheatham, LLC

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: See Attached

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: J.W. Cheatham, LLC

Contract Amount: _____

Project Start Date: _____

Project End Date: _____
See Attached

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).

**J.W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

List of Recently Completed Projects

Project Name: **CR A1A / Dixie Highway Resurfacing RFB2021-3295**
 Location: **Martin County**
 Description of Work: **Excavation, Grading Milling, Resurfacing,**
 Date of Contract: **3/23/2021**
 Completion Date: **5/18/2022**
 Contract Award Amount: **\$ 1,592,893.80**
 Contracted Timeline: **150 Calendar Days**
 Actual Completed Timeline: **317 Calendar Days**
 Final Contract Completion Price: **\$1,888,940.09**
 Owner: **Martin County**
 Contact Person: **Keith Baker, Project Engineer**
 Telephone Number: **772-237-9092**
 E-mail Address: **kbaker@martin.fl.us**

Project Name: **Haverhill Road from N. of Caribbean Blvd to Bee Line Hwy Project No. 2013528**
 Location: **Palm Beach County**
 Description of Work: **Earthwork, Underground, Roadwork, Paving, Signalization**
 Date of Contract: **09/15/2020**
 Completion Date: **09/30/2022**
 Contract Award Amount: **\$6,350,670.50**
 Contracted Timeline: **600 Calendar Days**
 Actual Completed Timeline: **634 Calendar Days**
 Final Contract Completion Price: **\$6,639,020.76**
 Owner: **Palm Beach County**
 Contact Person: **Mr. Zachary King**
 Telephone Number: **561-684-4178**
 E-mail Address: **zking@pbcgov.org**

**J.W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

Project Name: Silver Beach Road, E. of Congress Ave. to Old Dixie Highway, Project No. 2003514

Location: Palm Beach County

Description of Work: Excavation, Grading, Underground, Roadwork, Paving, Signalization

Date of Contract: 7/16/2019

Completion Date: 5/7/2021

Contract Award Amount: \$5,180,420.25

Contracted Timeline: 540 Calendar Days

Actual Completed Timeline: 662 Calendar Days

Final Contract Completion Price: \$5,582,031.70

Owner: Palm Beach County

Contact Person: Mr. Zachary King,

Telephone Number: (561) 684-4178

E-mail Address: zking@pbcgov.org

Listing of Prequalified Contractors

Contractor with Name J.W. CHEATHAM, LLC
 1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
J.W. CHEATHAM, LLC F201928479001 EXPIRES: 6/30/2023	7396 WESTPORT PLACE WEST PALM BEACH, FL 33413 (561)471-4100	7396 WESTPORT PLACE WEST PALM BEACH, FL 33413 (561)471-4100

WORK CLASSES

- | | |
|--|-------------------------------|
| DRAINAGE | FLEXIBLE PAVING |
| GRADING | GRASSING, SEEDING AND SODDING |
| HOT PLANT-MIXED BITUM. COURSES | SIDEWALK |
| * Curb & Gutter, Concrete Traffic Separator, Driveways, Milling, Tree Removal. | |

BID FORM

(B3)

IFB # 2023-01

Proposal of:

J. W. Cheatham, 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), sample work order, 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 contract time starts on the date of Notice to Proceed.
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 sub-contractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.

409. All debris is to 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.

410. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

421. This bid is for an exclusive contract.

432. The following officer, director or agent of the Bidder is also an employee of the Town.

<i>Name</i>	<i>Address</i>
<u>None</u>	

443. 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>None</u>	

454. 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.

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

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

487. 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.

(B4)

IFB #2023-01

SCHEDULE OF PRICES

Segments and Scope of Work are identified in Exhibit A. 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	EA	11,236.00 / Ea
2	Install Rock Material with Direct Purchase by Town	TON	4.00 / TN
3	Finish Existing Baseroad to 3-5% slope	SY	2.50 / SY
4	2" SP-12.5, TL-C Asphalt	TON	120.00 / TN
5	Seminole Style Speed Humps	EA	2100- / Ea
6	6" Solid White/Yellow Thermoplastic Striping	LF	0.95 / LF
7	24" Stop Bars	EA	83.00 / Ea
8	Speed Table Markings - Double Chevron	EA	300.00 / Ea
9	20 x 40 Apron	EA	2000- / Ea
10	Tack coat OGEM or Dirt	SY	1.50 / SY
11	Mill/Remove Existing Speed Hump	EA	500.00 / Ea
12	Mill/Level OGEM	SY	150.00 / TN
13	Asphalt Repair Cut, Prep & Patch with 2" Asphalt	SY	50.00 / SY

Name of Firm: J. W. Cheatham, LLC
 Address: 7396 Westport Place WPB ST FL Zip 33413
 Phone: (561) 421-4100 Email: jwctom@jwcheatham.com
 Print Name: Thomas P. Uhrig Title: President

SIGNATURE: Thomas P. Uhrig Date: 3/20/2023

(B5)

IFB # 2023-01

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 DEDUCT BID ITEM NO. SPECIFIED	PROPOSED SUBSTITUTION	ADD
\$ _____	NONE	\$ _____
\$ _____	_____	\$ _____
\$ _____	_____	\$ _____
\$ _____	_____	\$ _____
\$ _____	_____	\$ _____
\$ _____	_____	\$ _____
\$ _____	_____	\$ _____
\$ _____	_____	\$ _____

IFB # 2023-01

(B6)

SCHEDULE OF SUBCONTRACTORS

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

Dollar amount of subcontract work

1. Southwide Industries Inc (company name) Striping (type of work) \$ 124,618.00
4357 Okeechobee Blvd, Ste C4 (address) 561-688-8833 (tel. #)
WPB, FL 33409 (zip code) 650857746 (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)

\$ 124,618.00

** 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: Thomas F. Whrig

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 sub-contractor performing any work.

(B7)

IFB # 2023-01

CONTRACTOR VERIFICATION FORM

PRIME BIDDER:

Name of Firm: J.W. Cheatham, LLC

Address: 7396 Westport Place, WPB
FL 33413

Telephone: (561) 471-4100

Fax: (561) 471-8348

Email: juctam@juwcheatham.com

CONTRACTOR OF RECORD:

Name: J.W. Cheatham, LLC

Address: 7396 Westport Place
WPB FL 33413

Telephone: (561) 471-4100

Email: juctam@juwcheatham.com

State License # CGC1505502 (ATTACH COPY)

County License # 2021139559 (ATTACH COPY)

Type of License: General Contractor

Unlimited yes (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.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1505502

EXPIRATION DATE: AUGUST 31, 2024

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

UHRIG, THOMAS PAUL
J W CHEATHAM LLC
7396 WESTPORT PLACE
WEST PALM BEACH FL 33413



ISSUED: 05/05/2022
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.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
7396 WESTPORT PL
WEST PALM BEACH, FL 33413-1661

Serving you.

Table with 6 columns: TYPE OF BUSINESS, OWNER, CERTIFICATION #, RECEIPT #/DATE PAID, AMT PAID, BILL #

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2021139559
EXPIRES: SEPTEMBER 30, 2023



6-2558

J W CHEATHAM LLC
J W CHEATHAM LLC
7396 WESTPORT PL
WEST PALM BEACH FL 33413-1696



This receipt grants the privilege of engaging in or
managing any business profession or occupation
within its jurisdiction and MUST be conspicuously
displayed at the place of business and in such a
manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
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WEST PALM BEACH, FL 33413-1661

Serving you.

Table with 6 columns: TYPE OF BUSINESS, OWNER, CERTIFICATION #, RECEIPT #/DATE PAID, AMT PAID, BILL #

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2021139558
EXPIRES: SEPTEMBER 30, 2023



6-2543

J W CHEATHAM LLC
J W CHEATHAM LLC
7396 WESTPORT PL
WEST PALM BEACH FL 33413-1696

This receipt grants the privilege of engaging in or
managing any business profession or occupation

(B8)

IFB # 2023-01LIST OF REFERENCES

1. Owner's Name & Address: Minto PBLH, LLC
16604 Town Center Parkway North, Westlake FL 33470
 Project: Persimmon Blvd, Town Center Parkway North
 Contact Person: Jared Stern V.P.
 Telephone: (954) 495-5209 Fax: () _____ E-Mail: jstern@mintofla.com
2. Owner's Name & Address: City of Palm Beach Gardens
10500 N. Military Trail, PBG FL 33410
 Project: Gardens District Park
 Contact Person: Todd Engle P.E. City Engineer
 Telephone: (561) 804-7012 Fax: () _____ E-Mail: tengle@pbgfl.com
3. Owner's Name & Address: Northern Palm Beach County Improvement District
359 Hiatt Dr., Palm Beach Gardens, FL 33418
 Project: Alton. Palm Beach Gardens
 Contact Person: Tim Helms Project Manager
 Telephone: (561) 624-7836 Fax: (561) 624-7839 E-Mail: tim@npbcid.org

(B9)

**IFB # 2023-01
AFFIDAVIT OF PRIME BIDDER
Non-collusion and Public Entity Crime**

State of Florida }

County of Palm Beach }

Thomas P. Uhrig, being first duly sworn, disposes and says that:
(Name)

1. I am the President of J.W. Cheatham, LLC, 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.

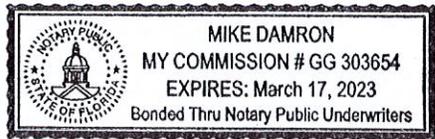
(Signed) Thomas P. Uhrig

(Print Name) Thomas P. Uhrig

(Title) President

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 26 day of March, 2023, by Thomas P. Uhrig, who is President (title) of J.W. Cheatham, Inc and who is personally known to me or who has produced as identification.

[Signature]
Notary Public



IFB # 2023-01

(B10)

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 J.W. Cheatham, LLC
I certify that J.W. Cheatham, LLC complies fully with the above requirements.

Thomas P. Uhrig
Authorized Representative's Signature

3/20/2023
Date

Thomas P. Uhrig
Name:

President
Position:

IFB # 2023-01

(B11)

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

IFB # 2023-01

(B12)

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 accurate complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date
	<i>See Attached</i>				

2/14/2023

STATUS OF CONTRACTS ON HAND
 Give full information about all of your contracts, whether prime or subcontracts,
 whether in progress or awarded but not yet begun, and regardless of its location and with whom contracted.

1	2	3	4	5	6	7	
Classes of Work	DOT Projects & Location of Work You are Performing	Contract (Or Subcontract) Amount	Amount Subject To Others	Balance of Contract Amount	Uncompleted Amount To Be Done By Applicant As Prime Contractor	Uncompleted Amount To Be Done By Applicant As Subcontractor	
7.9	E4V84 SR 710/Bedline Hwy, Palm Beach County	\$ 3,147,147	\$ 883,240	\$ 2,263,907	\$ 2,263,907	\$ 69,157	
7.9	T1826 SR-25 Glades, Carr Construction, Glades County	\$ 344,565	\$ -	\$ 344,565	\$ 2,263,907	\$ 69,157	
				(Col. 5 Subtotal)			
Classes of Work	Other (Non-DOT) Projects, Owner & Location of Work You are Performing	Contract (Or Subcontract) Amount	Amount Subject To Others	Balance of Contract Amount			
5.6,7.9	Lyons Road From L14 to L11, Lake Worth	\$ 7,276,066	\$ 2,056,138	\$ 5,219,928	\$ 807,682	\$ 83,417	
5.6,7.9	S. FL Natl Cemity Onsite RmW, G&C Fab-con, LLC, Lake Worth	\$ 726,566	\$ -	\$ 726,566	\$ -	\$ 377,660	
5.6,7.9	PBG Avenir Golf Course, Palm Beach Gardens, Palm Beach Gardens	\$ 3,402,102	\$ 309,008	\$ 3,093,094	\$ 815,027	\$ 66,724	
5.6	Alton POD G-3 Roadwork, NPB/CID, Palm Beach Gardens	\$ 2,228,304	\$ 1,413,277	\$ 815,027	\$ 613,684	\$ 62,433	
5.7.9	Cresswind Phase 3 Roadwork, KH Westlake, LLC, City of Westlake	\$ 996,951	\$ 383,267	\$ 613,684	\$ 2,010,130	\$ 1,304,934	
5.7.9	Cove Royale, KH Cove Royale LLC, Stuart	\$ 4,143,221	\$ 2,133,091	\$ 2,010,130	\$ 2,362,012	\$ 99,430	
5.6,7.9	Northlake Blvd Phase 2, Avenir Community Development District, Palm Beach Gardens	\$ 4,236,550	\$ 1,158,453	\$ 3,078,097	\$ 374,186	\$ 737,461	
7.9	Cove Royale Offsite, KH Cove Royale LLC, Stuart	\$ 540,681	\$ 166,495	\$ 374,186	\$ 1,851,477	\$ 658,137	
5.6,7.9	Town Center Parkway Ph-3, Mingo PBLH, LLC, Westlake	\$ 4,541,837	\$ 328,666	\$ 658,137	\$ 658,137	\$ 56,302	
5.6,7.9	CR-A1A Dixie Highway Resurfacing, Martin County Commissioners, Martin County	\$ 986,803	\$ 430,561	\$ 258,004	\$ 117,470	\$ 718,825	
5.7.9	Town Center Parkway SW Ph-2, Mingo PBLH, LLC Westlake	\$ 688,565	\$ 125,606	\$ 306,769	\$ 1,039,360	\$ 601,637	
5.6	PBG Russso Parking Expansion, Palm Beach Gardens, City of Palm Beach Gardens	\$ 432,375	\$ 242,550	\$ 1,039,360	\$ 754,392	\$ 342,170	
5.6,7.9	Cresswind PHS Clear and Earth WK, KH Westlake, LLC, City of Westlake	\$ 1,281,930	\$ 164,900	\$ 754,392	\$ 671,729	\$ -	
5.6	Cresswind Phase 4 Roadwork, KH Westlake, LLC, Westlake	\$ 919,292	\$ 2,906,042	\$ 671,729	\$ 61,005	\$ 38,533	
5.6	East Fork Creek STA, Martin County Commissioners, Hobe Sound	\$ 3,577,771	\$ -	\$ 61,005	\$ 49,620	\$ 25,000	
5.6	PBG Golf Course Washout Repair, Palm Beach Gardens, City of Palm Beach Gard	\$ 61,005	\$ -	\$ 49,620	\$ -	\$ -	
7.9	Ilex Way Parkway Repair, Mingo PBLH, LLC, City of Westlake	\$ 49,620	\$ -	\$ 134,400	\$ 37,517	\$ -	
7.9	Wizeya Falls Plat. 1 Overlay, KH Wizeya Falls, LLC, Fort St. Lucie	\$ 274,300	\$ 139,900	\$ 134,400	\$ 284,353	\$ 93,950	
5.6,7.9	SID Infrastructure Imp, Seminole Improvement Distinct, City of Westlake	\$ 1,973,327	\$ 1,718,177	\$ 255,150	\$ -	\$ 284,353	
7.9	Ertex Blvd, D.S. Ekhtes Inc, Wellington	\$ 284,353	\$ -	\$ 284,353	\$ 328,742	\$ -	
5.6,7.9	Venture Way Extension, NPB/CID, Palm Beach Gardens	\$ 932,633	\$ 603,891	\$ 328,742	\$ 8,678,136	\$ 525,253	
				(Col. 5 Subtotal)			
					Total Uncompleted Work On Hand To Be Done By You	10,942,043	594,410

Note: Columns 3 & 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest \$100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

Grand Total

\$

11,536,453

Total of Columns 6 & 7 Must Be Filled In and Must Agree with Related Attachment(s), if furnished.

IFB # 2023-01

(B13)

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Thomas P. Whrig, on behalf of J.W. Cheatham, LLC (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: Thomas P. Whrig

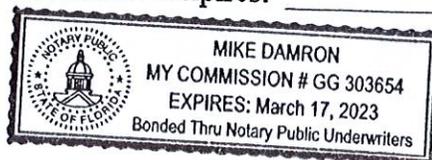
Date: 3/20/2023

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20 day of March, 2023, by Thomas P. Whrig, who is the President of J.W. Cheatham, LLC, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Printed Name of Notary _____
My Commission expires: _____



(B14)

IFB # 2023-01

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: Thomas P. Uhrig Date: 3/20/2023

Print Name: Thomas P. Uhrig

Title: President

Company Name: J.W. Cheatham, LLC

(B15)

IFB # 2023-01

STATE OF FLORIDA E-VERIFY FORM

Contract No: IFB # 2023-01

Financial Project No(s):

Project Description: Town of Loxahatchee Groves FY23 Road Paving Program

Contractor acknowledges and agrees to the following:

Pursuant to Section 448.095(2), 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(2)(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: Thomas P. Uhrig

Company/Firm: J.W. Cheatham, LLC

Print Name: Thomas P. Uhrig

Title: President

Date: 3/20/2023



March 20, 2023

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

RE: J.W. Cheatham, LLC
Project: IFB # 2023-01, TOWN FY23 ROAD PAVING PROGRAM

To Whom It May Concern:

This is to advise you that our office provides, Bid, Performance and Payment Bonds for J.W. Cheatham, LLC. Their surety is Travelers Casualty and Surety Company of America which carries an A.M. Best Rating of A++: XV and is listed in the Department of the Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be in a position to provide Performance and Payment Bonds in the amount of \$75,000,000 for any single project and \$150,000,000 total aggregate.

We obviously reserve the right to review final contractual documents, bond forms, if any and satisfactory evidence of funding, if applicable, prior to final commitment to issue bonds.

J.W. Cheatham, LLC is an excellent contractor and we hold them in high regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute contracts for any upcoming projects.

This letter is not an assumption of liability, nor is it a Bid, Performance and Payment Bond. It is issued only as a bonding reference requested by our respected client.

If you have any questions, please do not hesitate to give me a call.

Very truly yours,

Charles D. Nielson
Attorney-In-Fact

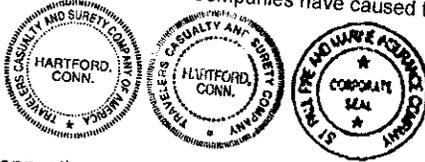


Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint David Hoover, Shawn A. Burton, Olga Iglesias, Gicelle Pajon, CHARLES D NIELSON, CHARLES J NIELSON, JOSEPH P NIELSON, and IAN A NIPPER of Miami Lakes, Florida, their true and lawful Attorney (s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

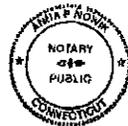
City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

By: [Signature]
Robert L. Raney, Senior Vice President

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



[Signature]
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of March, 2023



[Signature]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

J.W. Cheatham, LLC
7396 Westport Place
West Palm Beach, FL 33413

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of
America
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

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

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

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

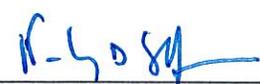
IFB # 2023-01, TOWN FY23 ROAD PAVING PROGRAM

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

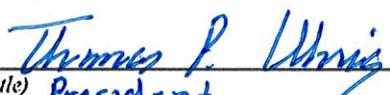
Signed and sealed this 20th day of March, 2023



(Witness)

J.W. Cheatham, LLC

(Principal) (Seal)

By: 

(Title) President



(Witness) Haley Blythe

Travelers Casualty and Surety Company of America

(Surety) (Seal)

By: 

(Title) Charles D. Nielson Attorney-in-Fact

Surety Phone No. 860-277-0111



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **David Hoover, Shawn A. Burton, Olga Iglesias, Gicelle Pajon, CHARLES D NIELSON, CHARLES J NIELSON, JOSEPH P NIELSON, and IAN A NIPPER** of Miami Lakes, Florida, their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the, r business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



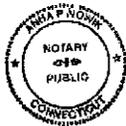
State of Connecticut
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of March, 2023



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

**TOWN OF LOXAHATCHEE GROVES
INVITATION TO BID (IFB) # 2023-01
ADDENDUM NO. 1**

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

Addendum No.: 1
IFB Number: 2023-01
Date of Addendum: March 3, 2023
Due Date, Time: March 20, 2023, at 2 PM
Title: INVITATION FOR BID FOR TOWN FY23 ROAD PAVING PROGRAM

SCOPE OF ADDENDUM

This addendum details additions/revisions to the IFB. Revisions to pre-existing language in IFB 2023-01, are indicated either by strike through for deletions and underlining for insertions.

Revision 1 CHANGE

Page 3, Fourth Paragraph under **TOWN FY 23 ROAD PAVING PROGRAM**

The Town intends to award a contract to a single contractor who is the lowest responsible, responsive bidder. ~~The selected contractor will receive work orders during the effective term of the contract and prior to the contract's expiration date.~~ 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 work order.

Revision 2 CHANGE

Page 6, Section 2- Special Terms, Paragraph 8, Other Special Conditions

8. Other Special Conditions. The Town intends to award a contract to a single contractor who is the lowest responsible, responsive bidder. ~~The selected contractor will receive a notice to proceed. 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 work order.~~

Revision 3 CHANGE

Page 4, paragraph 3, **Permits and Fees.**

~~3. **Permits and Fees.** In accordance with the Public Bid Disclosure Act, The Town of Loxahatchee Groves will be responsible for all permits or licenses, impact, inspection or other fees required by the Town and any other governmental entities for this Project.~~ is waiving any required fees to the Town of Loxahatchee Groves for the permits or licenses, impact, inspection or other fees which would ordinarily go to The Town for this Project under the Contract.

~~Any and all necessary permits or fees generated by the work hereunder required by other governmental entities will be acquired by the Town of Loxahatchee Groves.~~

Revision 4 CHANGE

Page 8, paragraph 5, **Bid Prices.**

~~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 Unit Prices. The Town will direct purchase all rock material needed for inclusion in the work. The Town will provide rock as needed, delivered to the road segment. 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.~~

Revision 5 CHANGE

Page 20 and 21 B3 – BID FORM is amended by renumbering paragraphs 10-18 to 9-17. Revised Form is attached.

Revision 6 CHANGE

Page 39 EXHIBIT B Scope of Work Other considerations: is amended to add the following:

Other considerations:

- Road width to be determined 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 materials to be placed on that particular roadway segment.
- Prior to installing any Speed Tables, Contractor shall be responsible to inspect the proposed speed table location and ascertain whether any conflicts (including but not limited to driveways, catch basins, and utility poles) exist at the location which might interfere with the installation, utilization, and/or maintenance of the speed table. If any conflicts exist the Contractor will advise the Project Manager of the existence of the conflict and the Project Manager will revise the location of the speed table accordingly.
- The radius of all required aprons shall be twenty-five (25) feet.
- Contractor shall be required to provide Project Manager with a daily electronic report on the quantity and quality of the asphalt put down that day.

Revision 7 CHANGE

The specifications for the Seminole Speed Tables are attached.

Revision 8 CHANGE

Page 42, paragraph 3.5, **Final Invoice**, amending the last sentence.

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 contractor

"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 of the price including any amount held as retainage.

Revision 9 CHANGE

Page 45, the second paragraph of **Article 6. PUBLIC CONSTRUCTION BOND** to revise the Exhibit reference from "B" to "A"

The public construction bond shall be on forms attached hereto as Exhibit "BA" 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.

BID FORM

(B3)

IFB # 2023-01

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), sample work order, 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 contract time starts on the date of Notice to Proceed.
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 sub-contractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.

1409. All debris is to 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.

1410. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

1411. This bid is for an exclusive contract.

1412. The following officer, director or agent of the Bidder is also an employee of the Town:

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

1413. 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>

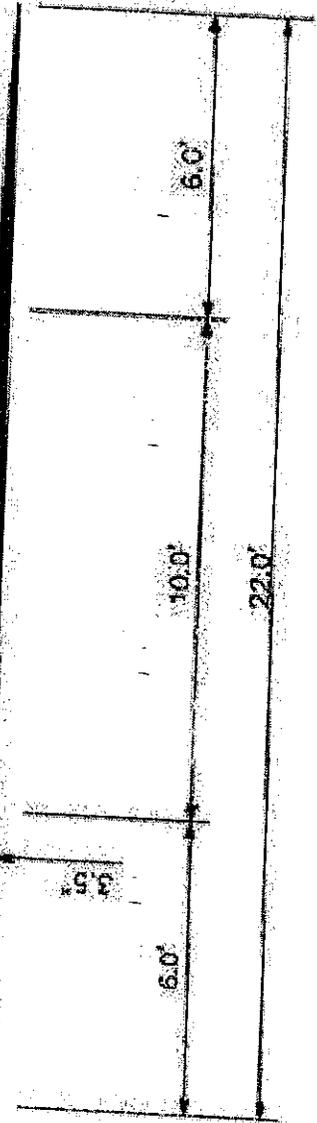
1414. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

1415. Bidder acknowledges that ADDENDA NO(S) _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

1416. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

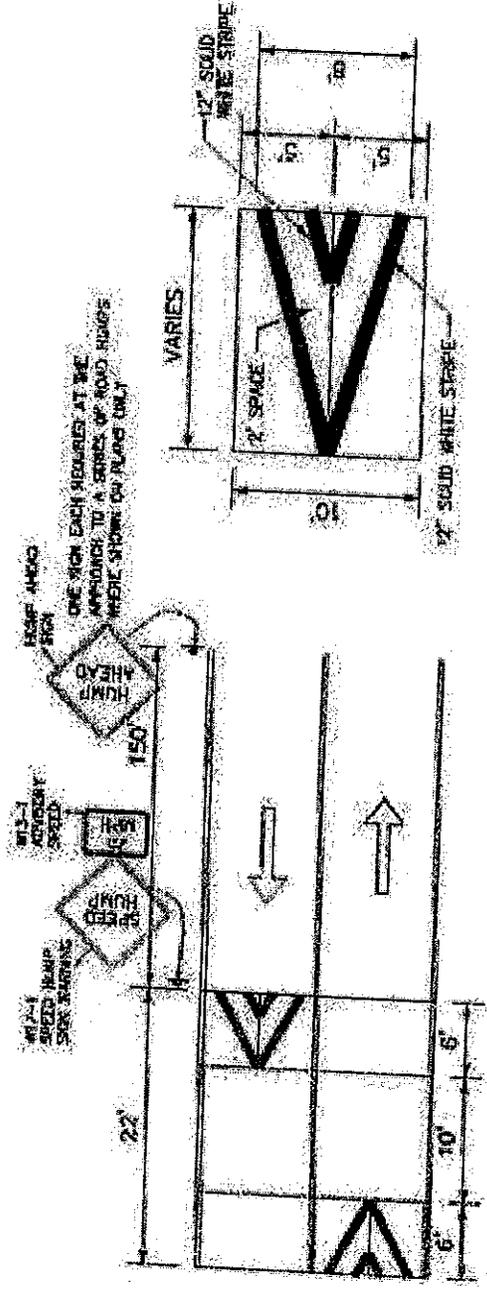
1417. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

TYPE 3-3 ASPHALT PLACED IN 2 LIFTS WITH TACT COATS BETWEEN LIFTS AND ON PAVEMENT



NOTE: TAPER EDGES AT 2:1 ADJACENT TO EDGE OF PAVEMENT

SEMINOLE SPEED TABLE



SPEED TABLE PAVEMENT MARKINGS

SPEED TABLE SIGNING & MARKING

TOWN OF LOXAHATCHEE GROVES

INVITATION TO BID (IFB) # 2023-01

ADDENDUM NO. 2

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

Addendum No.: 2

IFB Number: **2023-01**

Date of Addendum: March 10, 2023

Due Date, Time: **March 20, 2023, at 2 PM**

Title: **INVITATION FOR BID FOR TOWN FY23 ROAD PAVING PROGRAM**

SCOPE OF ADDENDUM

This addendum details additions/revisions to the RFP and provides responses to the questions received. Revisions to pre-existing language in RFP **2023-01**, are indicated either by strike through for deletions and underlining for insertions. Responses to questions are in red and underlined.

RESPONSES TO QUESTIONS RECEIVED

THE FOLLOWING IS A LIST OF QUESTIONS RECEIVED BY THE TOWN. RESPONSES ARE FOLLOWING THE QUESTION AND DELINEATED IN RED INK.

1. Is the town trucking the rock to the jobsite ? FOB jobsite ?

Yes, the Town will have the rock material to the jobsite.

2. If the answer to question No. 1 is no. How many tons are we going to truck to the jobsite and in what paving segments ? This is needed so we can get our cost in the correct paving segments. PG 22 of 55

The answer to question No. 1 is yes, so the Contractor does not have to estimate the cost of trucking rock to the jobsite.

3. Please provide locations and sizes for Bid Item No. 13. (PG 23 of 55). What paving segments have these patches ?

The purpose of the "Asphalt Cut and Patch" item is to have the opportunity to use the selected contractor to potentially perform additional items via change order while the paving program is in process in order to not have an additional mobilization.

Some examples of the possible use of this item are:

- 1 Repair of a cut in the asphalt for culvert replacement at 1550 C Road. +/- 10' x 20'
 - 2 Repair of a cut in the asphalt for culvert replacement at North end of 3779 D Road. +/- 6' x 18'
 - 3 Add a 20 x 40 foot Apron with 25 foot radius at Gruber and D Road.
 - 4 Add an extension of 20 feet to F Road with a 20 x 40 foot Apron with 25' radius East and West of F Road at South North Road.
 - 5 Add aprons to new bridge culverts as constructed within the time frame of this paving contract.
- Potential Aprons:
- A. A Road at 161 Terr. (Lakeside Dr.)
 - B. 24th Court North and E Road

This item should not be included in the base bid as these areas may or may not be done.

4. 60 days is not enough time to construct this project. Can you provide additional time? Such as 90 days to substantial and 120 days to final.

The Town will amend the time for construction to provide that all the paving and installation of speed tables must be substantially completed within 60 days of the receipt of the notice to proceed and final completion including the striping work must be done within 90 days of the receipt of the notice to proceed.

5. At the pre bid we had talked about an 18 ft minimum road width at any point. Is the maximum width 20 ft? If not, can you specify a max road width?

The maximum width is 20 feet, the minimum width is 18 feet.

6. Will the town purchase the Limerock Base and pay for delivery to the site, or is the contractor responsible for trucking?

The Town will purchase and deliver the base rock.

7. We have a Palm Beach County Paving Commercial License, but we do not have a State General Contractor License as required by the bid documents. Can we still bid for this project?

Any firm that attended the mandatory pre-bid meeting held on February 28, 2023 for the project may bid. A determination of whether a bidder is qualified will be made once bids

are opened and the Town has had an opportunity to review the bidder's qualifications including the list of projects submitted on Form B2 "Bidders Minimum Qualifications" of the IFB. The Town specifically reserves the right to waive any non-material irregularities and technicalities except timeliness and signature requirements. (See Section 4 "Instructions to Bidders" Paragraph 15 "Acceptance; Rejection; Cancellation.")

CHANGES AND REVISIONS TO THE INVITATION FOR BIDS (IFB)

Revisions to pre-existing language in RFP 2023-01, are indicated either by strike through for deletions and underlining for insertions

Revision 1 CHANGE

Paragraph 1.4 "Term" of Article 1. "GENERAL INFORMATION." of Exhibit "C" Town's Standard Contract " CONTRACT FOR TOWN FY23 ROAD PAVING PROGRAM - IFB # _2023-01" is amended to read as follows:

1.4 **Term.** This exclusive Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the term of this Contract shall be ~~sixty (60)~~ ninety (90) days from notice to proceed. This Contract may be extended by mutual written agreement of the parties for a period of thirty (30) days.

Revision 2 CHANGE

Paragraph 2.1 "Timely Services." of Article 2. "CONTRACT TIME; LIQUIDATED DAMAGES." of Exhibit "C" Town's Standard Contract " CONTRACT FOR TOWN FY23 ROAD PAVING PROGRAM -IFB # _2023-01" is amended to read as follows:

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** All services to be provided within ~~sixty (60)~~ ninety (90) days from the date of notice to proceed. All asphalt paving and speed table installation shall be substantially complete within sixty (60) days from the date of notice to proceed. All work including striping shall be complete within ninety (90) days from the date of notice to proceed.



INVITATION FOR BID

FOR

TOWN FY23 ROAD PAVING PROGRAM

IFB # 2023-01

**LEGAL NOTICE
INVITATION FOR BID FOR TOWN FY23 ROAD PAVING PROGRAM**

The Town of Loxahatchee Groves is soliciting sealed bids from responsible and experienced contractors for IFB# 2023-01 "Town FY23 Road Paving Program" to include road prep work, paving, striping, speed tables and miscellaneous construction work services. The awarded contractor will receive work orders to complete the associated work.

Bid documents may be downloaded at the Town's website at: loxahatcheegrovesfl.gov or online at www.demandstar.com starting on February 15, 2023.

- 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 thumbdrive) 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 20, 2023, 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 20, 2023, at 2:00 p.m.

A mandatory pre-bid meeting will be held on February 28, 2023, at 10:00 A.M. Local Time in Town Hall, 155 F Road, 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 Lakisha Burch, Town Clerk, 155 F Road, Loxahatchee Groves, Florida 33470: Phone: 561-793-2418 or email: lburch@loxahatcheegrovesfl.gov.

PUBLISH: *Palm Beach Post* February 16, 2023 & DemandStar: February 15, 2023

SECTION 1 – SCOPE OF WORK AND TENTATIVE BID SCHEDULE

TOWN FY23 ROAD PAVING 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 work orders to complete 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 FY23 Road Paving 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. The selected contractor will receive work orders during the effective term of the contract and prior to the contract’s expiration date. **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 work order.

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.

ACTION

COMPLETION DATE

Notice of Participation in Pre-Bid Meeting

02/25/2023 at 4:00 PM

Pre-Bid Meeting

02/28/2023 at 10:00 AM

Final Questions Due

03/06/2023 at 4:00 PM

Addenda Published

03/10/2023 at 5:00 PM

Bids Due

03/20/2023 at 2:00 PM

SECTION 2 – SPECIAL TERMS

1. **Pre-Bid Conference.** Mandatory Pre-Bid meeting is scheduled for Tuesday, February 28, 2023 at 10:00 AM at Town Hall, 155 F Road, Loxahatchee Groves, FL 33470. The Town requests bidders to attend the Pre-Bid Meeting and must advise the Town of their intent to attend the Pre-Bid Conference by February 25, 2023 at 4 pm. The intent to attend the should be emailed to lburch@loxahatcheegrovesfl.gov and copied to lpeters@loxahatcheegrovesfl.gov. It is anticipated that the Pre-Bid Conference will include a field survey of the of the work area. Prospective bidders who do not attend the Pre-Bid Conference will not have their bid submittals opened.

2. **Time of Completion and Liquidated Damages.** The work to be performed under this IFB shall commence on the date of the Notice to. The work to be performed under this project shall commence and be fully completed within the times identified in the resulting contract.

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 the Contract or any work order, 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. 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.

3. **Permits and Fees.** In accordance with the Public Bid Disclosure Act, The Town of Loxahatchee Groves is waiving any required fees to the Town of Loxahatchee Groves for the permits or licenses, impact, inspection or other fees which would ordinarily go to The Town for this Project under the Contract:

Any and all necessary permits or fees generated by the work hereunder required by other governmental entities will be acquired by the Town of Loxahatchee Groves.

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 work order 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 contracts to a single contractor who is the lowest, responsive, responsible bidder. The selected contractor will receive a notice to proceed. **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.

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 thumbdrive) 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 Cover Sheet
- B2 Bidder's Minimum Qualifications
- B3 Bid Form
- B4 Schedule of Bid Items
- B5 Substitution Sheet
- B6 Schedule of Subcontractors
- B7 Contractor Verification
- B8 Reference List
- B9 Non-Collusion Affidavit
- B10 Drug Free Certification
- B11 Contractor's Material Suppliers
- B12 Contractor's Existing and Proposed Workload
- B13 Scrutinized Companies Certification Form
- B14 Conflict of Interest Statement
- B15 State of Florida E-Verify Form
- B16 Letter RE: Bond Capability

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 Unit Prices. The Town will provide rock as needed, delivered to the road segment 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 the awarded work order for any given work assignment. Subcontracting out more than 50% of the work may constitute cancellation of the 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:

Lakisha Burch, Town Clerk
 Town of Loxahatchee Groves
 155 F Road, Loxahatchee Groves, FL 33470
 E-mail: lburch@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 or past the submittal deadline 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 non-material irregularities and technicalities, except timeliness and signature requirements. Bids may be considered irregular 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 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 and a consideration of the following criteria and as otherwise authorized in its Procurement Code:

- a. The prices contained in the bid.
- b. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- c. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
- d. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- e. The quality of performance of previous contracts of services, including, but not limited to, town contracts.

- f. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- g. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- h. The quality, availability and adaptability of the commodities or services to the particular use required.
- i. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- j. The number and scope of conditions attached to the bid.
- k. The overall cost to the town.
- l. The best interests of the town.

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 "best value" bidder based on the bid tabulation 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 2-148 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(2), 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(2)(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 this 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 regards 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.

BID PACKAGE COVER SHEET

(B1)

IFB #2023-01 _____ Project Title: Town FY23 Road Paving Program

Bidder Company Name:
.....

Enclose the following documents:

- _____ 1. Bid Package Cover Sheet (B1)
- _____ 2. Bidder's Minimum Qualifications (B2)
- _____ 3. Bid Form (B3)
- _____ 4. Schedule of Prices (B4)
- _____ 5. Substitution Sheet (B5) - If none, mark "none".
- _____ 6. Schedule of Sub-contractors (B6) - If none, mark "none".
- _____ 7. Contractor Verification (B7) - Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
- _____ 8. Reference List (B8)
- _____ 9. Affidavit of Prime Bidder re Non-collusion (B9)
- _____ 10. Drug Free Certification (B10)
- _____ 11. Contractor's Material Suppliers (B11)
- _____ 12. Contractor's Existing and Projected Workload (B12)
- _____ 13. Scrutinized Companies Certification Form (B13)
- _____ 14. Conflict of Interest Statement (B14)
- _____ 15. State of Florida E-Verify Form (B15)
- _____ 16. Bond Capability (B16)

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.

IFB # 2023-01

(B2)

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 FORMIFB # 2023-01

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), sample work order, 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 contract time starts on the date of Notice to Proceed.
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 sub-contractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.
10. All debris is to 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.
11. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
12. This bid is for an exclusive contract.

13. The following officer, director or agent of the Bidder is also an employee of the Town.

Name *Address*

14. 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:

Name *Address*

15. 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.

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

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

18. 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.

<i>Paving Segment</i>	<i>Location</i>	<i>Price per Segment</i>
1	Collecting Canal Road from Folsom to F Road	
2	Collecting Canal Road from F Road to E Road	
3	Collecting Canal Road from E Road to D Road	
4	Collecting Canal Road from D Road to C Road	
5	Collecting Canal Road from C Road to B Road	
6	E Road from Collecting Canal to Okeechobee Road	
7	E Road North from South North Road to North Road	
8	Folsom from Compton to 25 th St. N.	
9	25th St. N. from Folsom to G. Road West	
10	G. Rd West from 25 th St. N. to South North Road	
11	160th Ave. N. from 40 th St. N. to beyond 44 th St. N.	

Total Bid Amount: _____ \$ _____

*Award will be based on Total Bid Amount.

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 #2023-01

SCHEDULE OF PRICES

Segments and Scope of Work are identified in Exhibit A. 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	EA	
2	Install Rock Material with Direct Purchase by Town	TON	
3	Finish Existing Baserock to 3-5% slope	SY	
4	2" SP-12.5, TL-C Asphalt	TON	
5	Seminole Style Speed Humps	EA	
6	6" Solid White/Yellow Thermoplastic Striping	LF	
7	24" Stop Bars	EA	
8	Speed Table Markings - Double Chevron	EA	
9	20 x 40 Apron	EA	
10	Tack coat OGEM or Dirt	SY	
11	Mill/Remove Existing Speed Hump	EA	
12	Mill/Level OGEM	SY	
13	Asphalt Repair Cut, Prep & Patch with 2" Asphalt	SY	

Name of Firm: _____
Address: _____ ST _____ Zip _____
Phone: (____) _____ Email: _____
Print Name: _____ Title: _____

SIGNATURE: _____ **Date:** _____

(B5)

IFB # 2023-01

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

IFB # 2023-01

(B6)

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 sub-contractor performing any work.

(B7)

IFB # 2023-01

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.

(B8)

IFB # 2023-01

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: _____

(B9)

IFB # 2023-01
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 _____, 2023, by _____, who is _____ (title) of _____ and who is personally known to me or who has produced _____ as identification.

Notary Public

(B10)

IFB # 2023-01

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:

(B11)

IFB # 2023-01

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

(B12)

IFB # 2023-01

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

(B13)

IFB # 2023-01

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: _____

IFB # 2023-01

(B14)

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: _____

(B15)

IFB # 2023-01

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(2), 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(2)(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: _____

(B16)

IFB # 2023-01

LETTER DESCRIBING BUILDER'S BONDING CAPACITY

EXHIBIT A

Town of Loxahatchee Groves

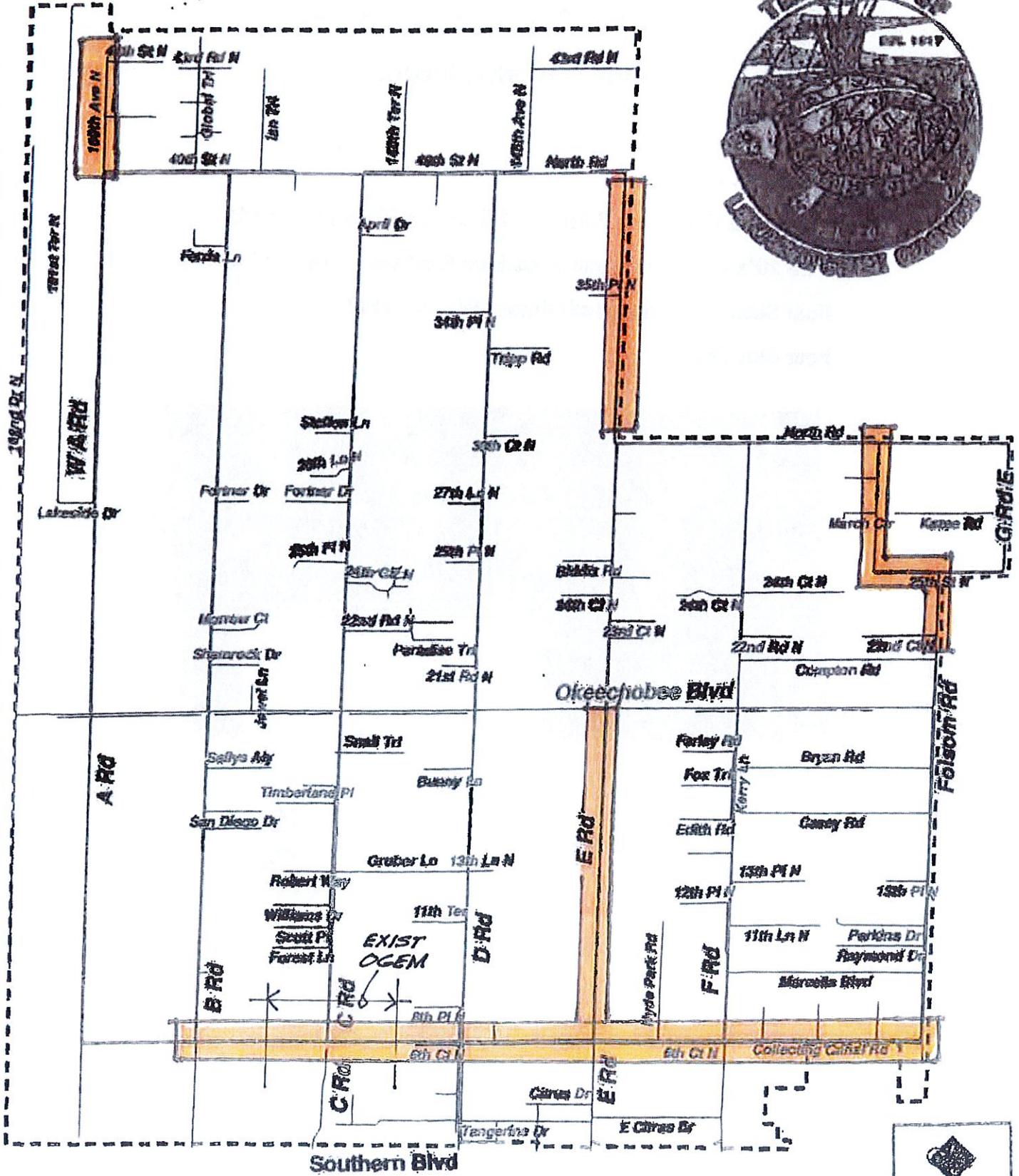
IFB # 2023-01

TOWN FY23 ROAD PAVING PROGRAM
LIST AND SEQUENCING OF ROADS TO BE IMPROVED

<i>Road Segment</i>	<i>Location</i>	<i>Length in Feet</i>	<i>Width in Feet</i>	<i>Speed Tables</i>	<i>20 x 40 Aprons</i>
1	Collecting Canal Road from Folsom to F Road	3,860	20	4	2
2	Collecting Canal Road from F Road to E Road	2,625	20	2	1
3	Collecting Canal Road from E Road to D Road	2,625	20	2	0
4	Collecting Canal Road from D Road to C Road	2,625	19	2	0
5	Collecting Canal Road from C Road to B Road	2,625	20	2	1
6	E Road from Collecting Canal to Okeechobee Road	6,600	19	5	0
7	E Road North from South North Road to North Road	5,160	19	4	1
8	Folsom from Compton to 25 th St. N.	1,650	20	1	1
9	25 th St. N. from Folsom to G. Road West	1,290	19	1	1
10	G. Rd West from 25 th St. N. to South North Road	2,460	18	2	1
11	160 th Ave. N. from 40 th St. N. to beyond 44 th St. N.	2,100	18	1	3

NOTE: All segments' surfaces are currently graded one inch minus material over FDOT base rock except for Segments 4 and 5 each have ¼ mile of existing OGEM. The existing speed humps are to be removed from the OGEM and the OGEM to be milled and leveled where necessary. The final surface will be 2" of Asphalt with speed humps, white 6" thermal striping on each side, a double 6" yellow center line, stop bars and chevrons as indicated for each segment.

Town of Loxahatchee Groves



2023 Paying Plan Overview

Town of Loxahatchee Groves Public Works Department

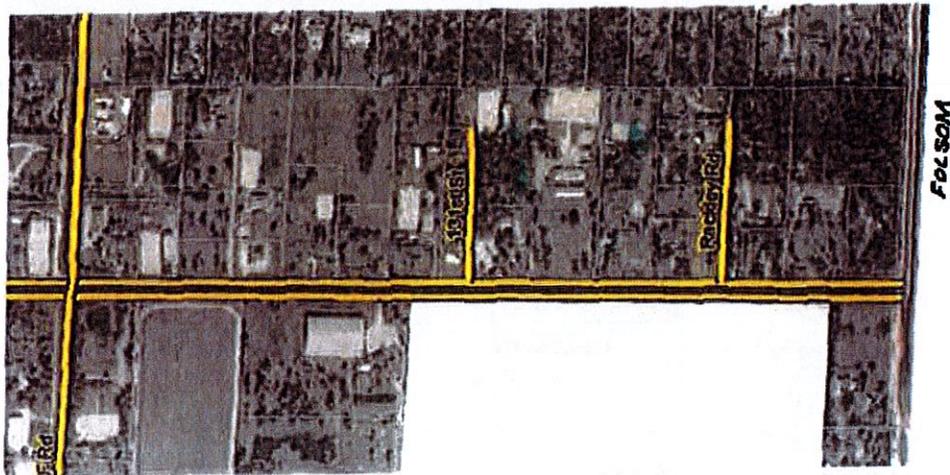
Paving Segment 1

Collecting Canal Road from Folsom to F Road 3,860 Feet to include:

Two 20'x 40' Aprons, one at Rackley Road and one at 131 Terrace

Four Seminole Style speed tables at 965 feet apart.

Four Stop Bars



Town of Loxahatchee Groves Public Works Department

Paving Segment 2

Collecting Canal Road from F Road to E Road, 2,625 Feet to include:

One 20'x 40' Aprons, at Hyde Park Road and one at 131 Terrace

Two Seminole Style speed tables at 875 feet apart.

Three Stop Bars

Segment 3

Collecting Canal Road from E Road to D Road, 2625 Feet to include:

Two Seminole Style speed tables at 875 feet apart.

Two Stop Bars



Town of Loxahatchee Groves Public Works Department

Paving Segment 4

Collecting Canal Road from D Road to C Road, 2,625 Feet to include:

Two Seminole Style speed tables at 875 feet apart.

Two Stop Bars

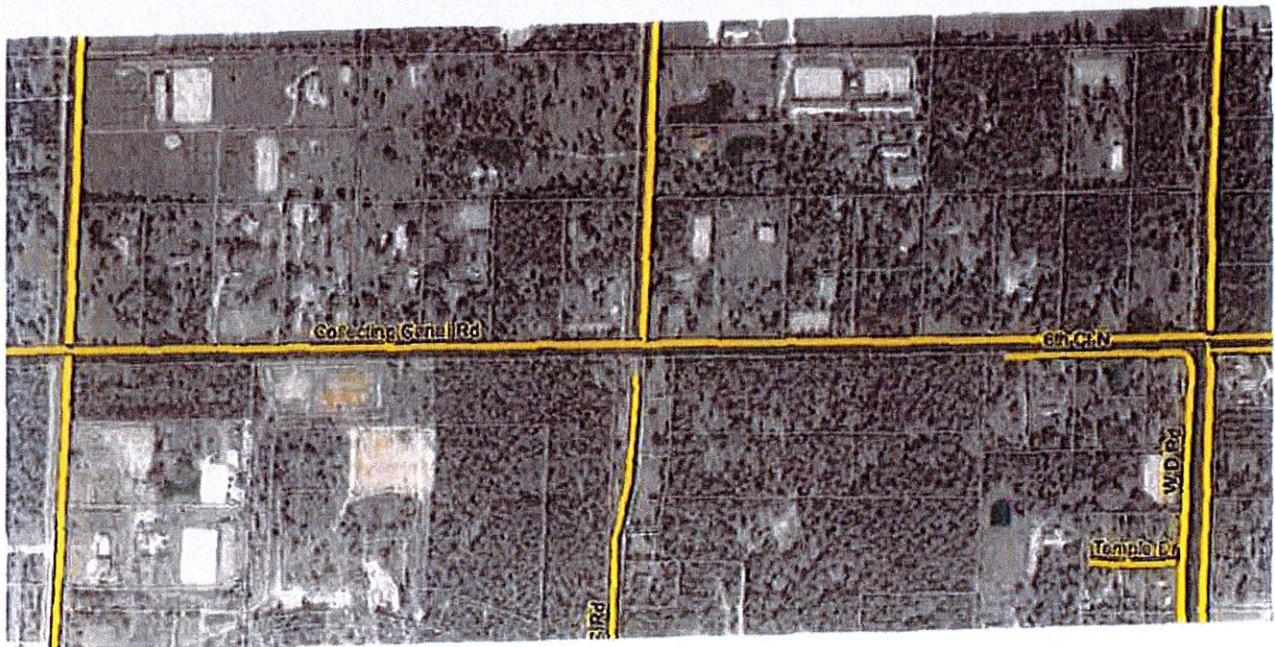
Segment 5

Collecting Canal Road from C Road to B Road, 2625 Feet to include:

One 40' x 20' Apron West of B Road

Two Seminole Style speed tables at 875 feet apart.

Two Stop Bars



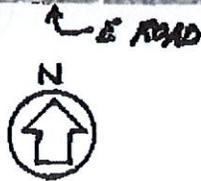
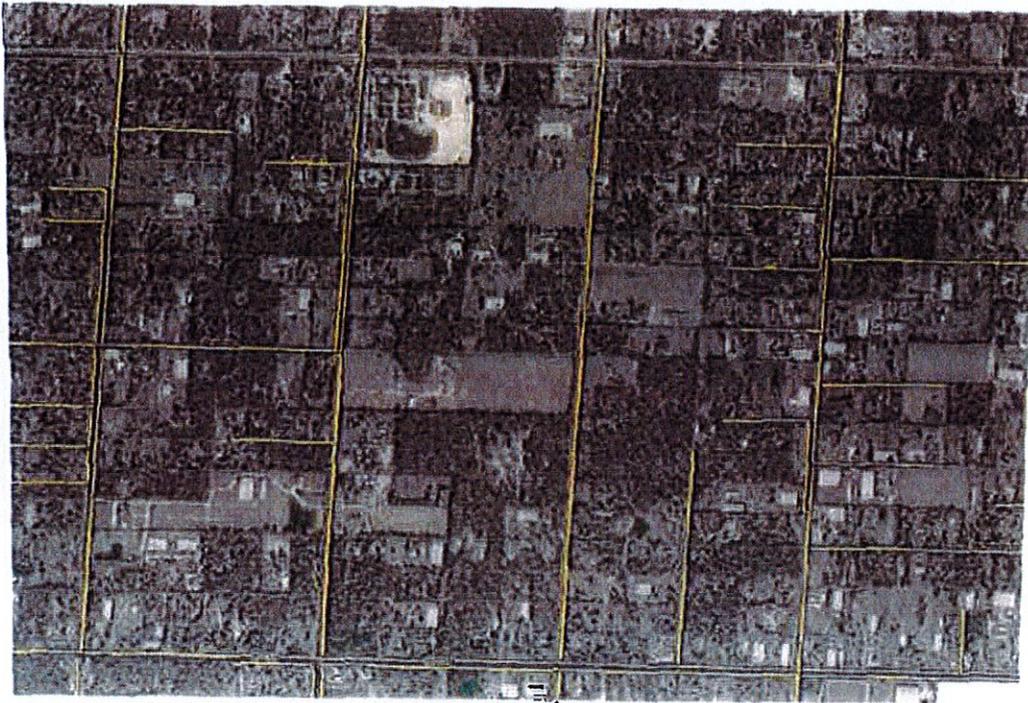
**Town of Loxahatchee Groves
Public Works Department**

Paving Segment 6

E Road from Collecting Canal to Okeechobee Road 6,600 Feet to include:

Five Seminole Style speed tables at 1,100 feet apart.

Two Stop Bars



**Town of Loxahatchee Groves
Public Works Department**

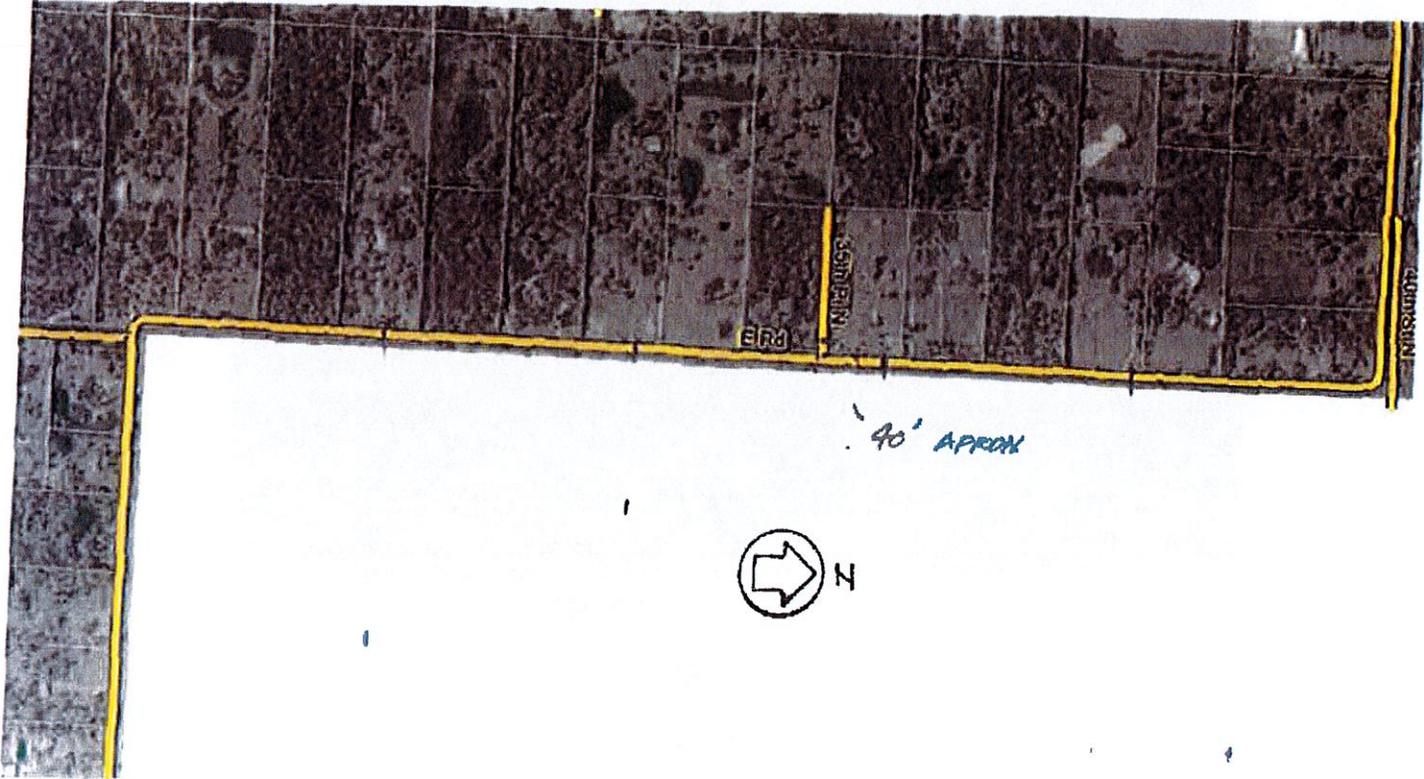
Paving Segment 7

E Road North from South North Road to North Road, 5,160 Feet to include:

One 40'x 20' Apron at 35 Place North

Four Seminole Style speed tables at 1032 feet apart.

Two Stop Bars



Town of Loxahatchee Groves

Public Works Department

Paving Segments 8, 9, and 10

length & width

- Folsom** 1,650 feet 1 Apron at 22nd Ct N, 1 speed table 825 feet apart, 2 Stop Bars
- 25th St N** 1,290 feet with a 40 foot apron East of Folsom and 1 speed table 645 feet apart, No Stop Bars
- G Rd W** 2,460 feet with 40 foot apron at March Cir, 2 speed tables 820 feet apart, 2 Stop Bars



Town of Loxahatchee Groves Public Works Department

Paving Segment 11

160th Ave N 2,100 feet 3 Aprons 40th, 42nd, 44th, 1 speed table 1050 feet apart, 3 Stop Bars



IFB # 2023-01**EXHIBIT B****Scope of Work**

- Mobilization – initial and any additional
- Furnishing and installing of additional base rock – or note for direct purchase by Town
- Finish & Prime Existing Baserock
- 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 Humps
- 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
- Permits and testing (except failures)
- Clearing, earthwork and/or swale grading
- Speed table signs

Other considerations:

- Road width to be determined 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 materials 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.

EXHIBIT "C"

Town's Standard Contract

**CONTRACT FOR TOWN FY23 ROAD PAVING PROGRAM -
IFB # 2023-01**

THIS CONTRACT for the Town FY23 Road Paving 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 issued Invitation For Bid # _____ for Town FY23 Road Paving Program ("IFB"); and

WHEREAS, the Contractor submitted a bid in response to the IFB; and

WHEREAS, the Town desires to award the IFB to the Contractor on an exclusive basis for the Town FY23 Road Paving Program ("Program"); and

WHEREAS, the Town finds awarding the IFB to 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 sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. GENERAL INFORMATION.

1.1 Scope of Services. The Contractor shall provide the services requested by the Town and required as described herein. The general nature of the services to be provided by the Contractor under this Contract are construction services for the Program as described in detail in the IFB.

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, the IFB (including, but not limited to, the addenda, attachments, exhibits and any plans issued therewith); the bid submitted by the Contractor; and any duly executed and issued work 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: Fully executed Change Orders or Contract amendments
- Second Priority: This Contract
- Third Priority: Fully executed Work Orders
- 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 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 exclusive Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the term of this Contract shall be sixty (60) days from notice to proceed. This Contract may be extended by mutual written agreement of the parties for a period of thirty (30) days.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** All services to be provided within sixty (60) days from the date of 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 work order. 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. 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 work order.

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 is willing to 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, except as provided herein. Specifically, the Town will withhold ten percent (10%) of each payment to the Contractor as retainage until fifty percent (50%) of the price is paid to the Contractor. Upon payment of fifty percent (50%) of the price to the Contractor, the Town will withhold only five percent (5%) of each payment made to the Contractor. Upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage upon payment of fifty percent (50%) of the price being paid to the Contractor (not to exceed fifty percent (50%) of the total retainage amount).

3.4 Substantial Completion. Upon substantial completion, the Contractor and Town shall establish a punch-list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request.

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 or any other provision in the Contract Documents shall be construed 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. 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.

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.

- D. 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.
- E. General automobile liability insurance for owned, non-owned and hired vehicles (optional / per case basis) of at least \$1,000,000 combined single limit.
- F. 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 "B"** 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 at the time the Contractor submits its Work Order for Town approval.
- (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 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 work order 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, LBURCH@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 **Enforcement Costs; Waiver of Jury Trial.** 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.**

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:

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 resulting 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.

IN WITNESS WHEREOF, the Town and Contractor have caused this Contract for Town FY23 Road Paving Program to be executed the day and year last executed below.

TOWN OF LOXAHATCHEE GROVES

Date: _____

By: _____
Robert Shorr, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lakisha Burch, 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 _____, 2023, 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 "A"
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 FY23 Road Paving 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 FY23 Road Paving Program Contract**, dated _____, 2023, 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)

EXHIBIT "B"
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 FY23 Road Paving 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.

TOWN OF LOXAHATCHEE GROVES
INVITATION TO BID (IFB) # 2023-01
ADDENDUM NO. 1

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

Addendum No.: **1**
 IFB Number: **2023-01**
 Date of Addendum: March 3, 2023
 Due Date, Time: **March 20, 2023, at 2 PM**
 Title: **INVITATION FOR BID FOR TOWN FY23 ROAD PAVING PROGRAM**

SCOPE OF ADDENDUM

This addendum details additions/revisions to the IFB. Revisions to pre-existing language in IFB **2023-01**, are indicated either by strike through for deletions and underlining for insertions.

Revision 1 CHANGE

Page 3, Fourth Paragraph under **TOWN FY 23 ROAD PAVING PROGRAM**

The Town intends to award a contract to a single contractor who is the lowest responsible, responsive bidder. ~~The selected contractor will receive work orders during the effective term of the contract and prior to the contract's expiration date.~~ **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 work order

Revision 2 CHANGE

Page 6, Section 2- Special Terms, Paragraph 8, Other Special Conditions

8. **Other Special Conditions.** The Town intends to award a contract to a single contractor who is the lowest responsible, responsive bidder. ~~The selected contractor will receive a notice to proceed.~~ **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 work order

Revision 3 CHANGE

Page 4, paragraph 3, **Permits and Fees.**

3. **Permits and Fees.** . In accordance with the Public Bid Disclosure Act, The Town of Loxahatchee Groves will be responsible for all permits or licenses, impact, inspection or other fees required by the Town and any other governmental entities for this Project. ~~is waiving any required fees to the Town of Loxahatchee Groves for the permits or licenses, impact, inspection or other fees which would ordinarily go to The Town for this Project under the Contract:~~

~~Any and all necessary permits or fees generated by the work hereunder required by other governmental entities will be acquired by the Town of Loxahatchee Groves.~~

Revision 4 CHANGE

Page 8, paragraph 5. **Bid Prices.**

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 Unit Prices. The Town will direct purchase all rock material needed for inclusion in the work. ~~The Town will provide rock as needed, delivered to the road segment~~ ~~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

Revision 5 CHANGE

Page 20 and 21 **B3 – BID FORM** is amended by renumbering paragraphs 10-18 to 9-17. Revised Form is attached.

Revision 6 CHANGE

Page 39 **EXHIBIT B Scope of Work** Other considerations: is amended to add the following:

Other considerations:

- Road width to be determined 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 materials to be placed on that particular roadway segment.
- Prior to installing any Speed Tables, Contractor shall be responsible to inspect the proposed speed table location and ascertain whether any conflicts (including but not limited to driveways, catch basins, and utility poles) exist at the location which might interfere with the installation, utilization, and/or maintenance of the speed table. If any conflicts exist the Contractor will advise the Project Manager of the existence of the conflict and the Project Manager will revise the location of the speed table accordingly.
- The radius of all required aprons shall be twenty-five (25) feet
- Contractor shall be required to provide Project Manager with a daily electronic report on the quantity and quality of the asphalt put down that day

Revision 7 CHANGE

The specifications for the Seminole Speed Tables are attached.

Revision 8 CHANGE

Page 42, paragraph 3.5, **Final Invoice.**, amending the last sentence.

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 of the price including any amount held as retainage.

Revision 9 CHANGE

Page 45, the second paragraph of **Article 6. PUBLIC CONSTRUCTION BOND** to revise the Exhibit reference from “B” to “A”

The public construction bond shall be on forms attached hereto as **Exhibit “BA”** 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.

(B3)

BID FORMIFB # 2023-01

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), sample work order, 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 contract time starts on the date of Notice to Proceed.
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 sub-contractor on this project.
8. Liquidated damages for delay are agreed to be \$500.00 per calendar day.

1409. All debris is to 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.

1410. Successful bidder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

1411. This bid is for an exclusive contract.

1412. The following officer, director or agent of the Bidder is also an employee of the Town.

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

1413. 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>

1414. 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.

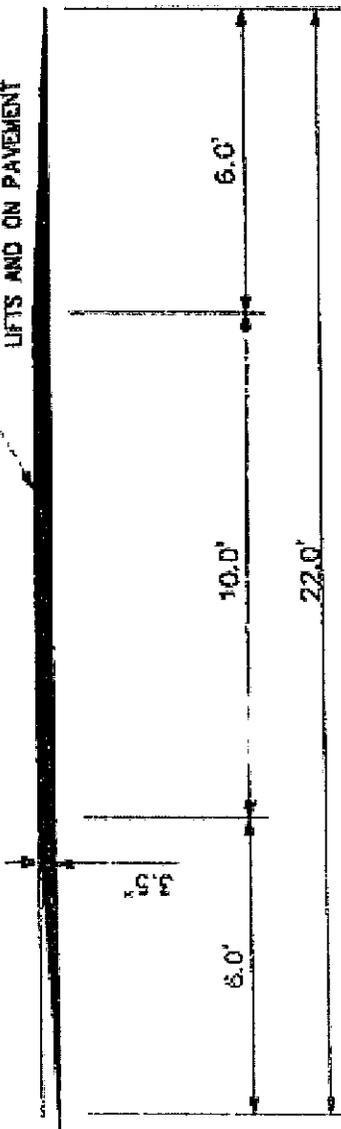
1415. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

1416. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

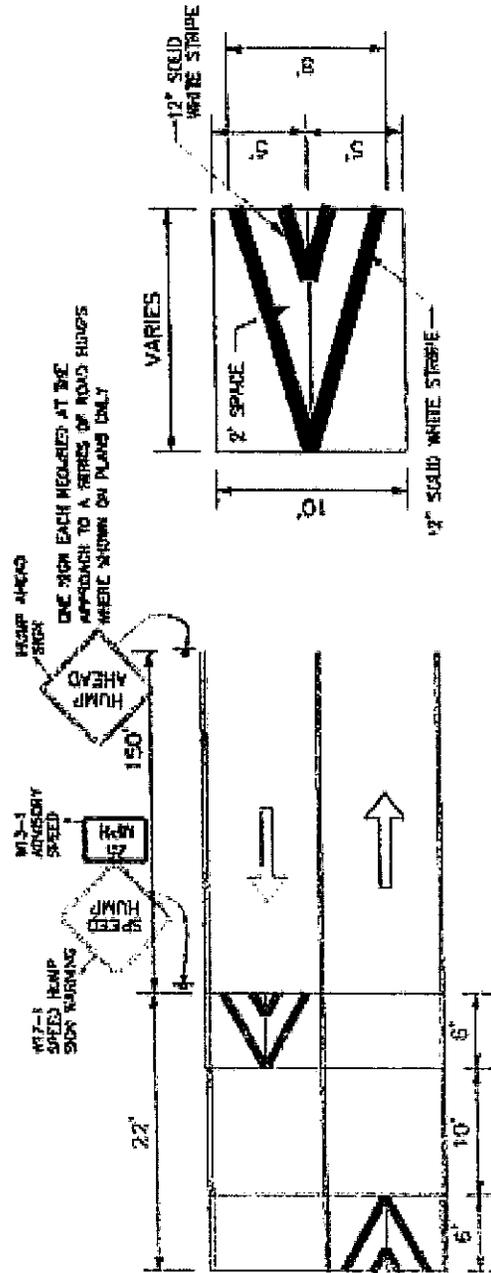
1417. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

—TYPE 9-3 ASPHALT PLACED IN 2 LIFTS WITH TACT COATS BETWEEN LIFTS AND ON PAVEMENT

NOTE: TAPER EDGES AT 2:1 ADJACENT TO EDGE OF PAVEMENT



SEMINOLE SPEED TABLE



SPEED TABLE PAVEMENT MARKINGS

SPEED TABLE SIGNING & MARKING

TOWN OF LOXAHATCHEE GROVES

INVITATION TO BID (IFB) # 2023-01

ADDENDUM NO. 2

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

Addendum No.: **2**

IFB Number: **2023-01**

Date of Addendum: March 10, 2023

Due Date, Time: **March 20, 2023, at 2 PM**

Title: **INVITATION FOR BID FOR TOWN FY23 ROAD PAVING PROGRAM**

SCOPE OF ADDENDUM

This addendum details additions/revisions to the RFP and provides responses to the questions received. Revisions to pre-existing language in RFP **2023-01**, are indicated either by strike through for deletions and underlining for insertions. Responses to questions are in red and underlined.

RESPONSES TO QUESTIONS RECEIVED

THE FOLLOWING IS A LIST OF QUESTIONS RECEIVED BY THE TOWN. RESPONSES ARE FOLLOWING THE QUESTION AND DELINEATED IN RED INK.

1. Is the town trucking the rock to the jobsite ? FOB jobsite ?

Yes, the Town will have the rock material to the jobsite.

2. If the answer to question No. 1 is no. How many tons are we going to truck to the jobsite and in what paving segments ? This is needed so we can get our cost in the correct paving segments. PG 22 of 55

The answer to question No. 1 is yes, so the Contractor does not have to estimate the cost of trucking rock to the jobsite.

3. Please provide locations and sizes for Bid Item No. 13. (PG 23 of 55). What paving segments have these patches ?

The purpose of the "Asphalt Cut and Patch" item is to have the opportunity to use the selected contractor to potentially perform additional items via change order while the paving program is in process in order to not have an additional mobilization.

Some examples of the possible use of this item are:

- 1 Repair of a cut in the asphalt for culvert replacement at 1550 C Road. +/- 10' x 20'
 - 2 Repair of a cut in the asphalt for culvert replacement at North end of 3779 D Road. +/- 6' x 18'
 - 3 Add a 20 x 40 foot Apron with 25 foot radius at Gruber and D Road.
 - 4 Add an extension of 20 feet to F Road with a 20 x 40 foot Apron with 25' radius East and West of F Road at South North Road.
 - 5 Add aprons to new bridge culverts as constructed within the time frame of this paving contract.
- Potential Aprons:
- A. A Road at 161 Terr. (Lakeside Dr.)
 - B. 24th Court North and E Road

This item should not be included in the base bid as these areas may or may not be done.

4. 60 days is not enough time to construct this project. Can you provide additional time? Such as 90 days to substantial and 120 days to final.

The Town will amend the time for construction to provide that all the paving and installation of speed tables must be substantially completed within 60 days of the receipt of the notice to proceed and final completion including the striping work must be done within 90 days of the receipt of the notice to proceed.

5. At the pre bid we had talked about an 18 ft minimum road width at any point. Is the maximum width 20 ft? If not, can you specify a max road width?

The maximum width is 20 feet, the minimum width is 18 feet.

6. Will the town purchase the Limerock Base and pay for delivery to the site, or is the contractor responsible for trucking?

The Town will purchase and deliver the base rock.

7. We have a Palm Beach County Paving Commercial License, but we do not have a State General Contractor License as required by the bid documents. Can we still bid for this project?

Any firm that attended the mandatory pre-bid meeting held on February 28, 2023 for the project may bid. A determination of whether a bidder is qualified will be made once bids

are opened and the Town has had an opportunity to review the bidder's qualifications including the list of projects submitted on Form B2 "Bidders Minimum Qualifications" of the IFB. The Town specifically reserves the right to waive any non-material irregularities and technicalities except timeliness and signature requirements. (See Section 4 "Instructions to Bidders" Paragraph 15 "Acceptance; Rejection; Cancellation."

CHANGES AND REVISIONS TO THE INVITATION FOR BIDS (IFB)

Revisions to pre-existing language in RFP 2023-01, are indicated either by strike through for deletions and underlining for insertions

Revision 1 CHANGE

Paragraph 1.4 "Term" of Article 1. "GENERAL INFORMATION." of Exhibit "C" Town's Standard Contract " CONTRACT FOR TOWN FY23 ROAD PAVING PROGRAM - IFB # _2023-01" is amended to read as follows:

1.4 **Term.** This exclusive Contract shall become effective upon approval by the Town Council. Unless earlier terminated as provided for herein, the term of this Contract shall be ~~sixty~~ ninety (90) days from notice to proceed. This Contract may be extended by mutual written agreement of the parties for a period of thirty (30) days.

Revision 2 CHANGE

Paragraph 2.1 "Timely Services." of Article 2. "CONTRACT TIME; LIQUIDATED DAMAGES." of Exhibit "C" Town's Standard Contract " CONTRACT FOR TOWN FY23 ROAD PAVING PROGRAM -IFB # _2023-01" is amended to read as follows:

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 **Timely Services.** All services to be provided within ~~sixty (60)~~ ninety (90) days from the date of notice to proceed. All asphalt paving and speed table installation shall be substantially complete within sixty (60) days from the date of notice to proceed. All work including striping shall be complete within ninety (90) days from the date of notice to proceed.



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 7

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

VIA: Elizabeth Lenihan, Town Attorney

DATE: March 28, 2023

SUBJECT: Discussion of *Ordinance No. 2023-01* 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. 2023-01, 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. 2023-01* regarding Town Advisory Boards and to make any changes to prepare the ordinance for first reading.

ORDINANCE NO. 2023-01

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 THE APPLICABILITY, COMPOSITION, QUORUM, ELIGIBILITY AND QUALIFICATIONS, APPOINTMENT, TERMS, REMOVAL, AND VACANCIES, OFFICERS, COMPENSATION, AND PROCEDURES REGARDING TOWN ADVISORY BOARDS 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 the composition, qualifications, appointment, terms, removal, vacancy of its advisory boards; 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.

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.

Sec. 2-181. Composition; quorum; alternative.

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

Ordinance No. 2023-01

(b) Three voting members in attendance at a meeting shall constitute a quorum of the advisory boards, 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 and/or no alternates. 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 board shall be residents of the Town of Loxahatchee Groves. If approved by the town council, an advisory board may have one non-resident landowner as a member (either a voting member or an alternate). The town council may, by resolution or ordinance, adopt qualifications specific to the particular board and such qualifications shall be included in the application form for that board. The town council shall be the sole judge of the qualifications of its advisory board members.

Sec. 2-183. Application and appointment process.

(a) The town council shall request that individuals who meet the qualification requirements for a specific advisory board submit an application (by a date certain) for appointment to that specific advisory board. The town clerk shall provide notice of the request for applications for appointment to the town's advisory boards through notices posted at town hall, on the town's website and in any other location determined by the clerk or otherwise requested by the town council. The form for the application shall be kept on file in the town clerk's office.

(b) Once all applications are submitted, the town clerk will provide copies of all the applications received to the town council for their preliminary review and place the appointment of advisory board members on the next available town council meeting agenda. At the town council meeting, the council shall select and appoint, from the pool of applicants, voting members and alternate members for each applicable advisory board. Such selection and appointment shall be by a majority vote of the council members present

Ordinance No. 2023-01

at the meeting. Alternate members shall be designated by the town council as alternate no. 1 and alternate no. 2. Alternative members may participate in all matters that come before the board at meetings 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.

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

(a) Board members appointed in 2023 and beyond shall have staggered terms. For board members appointed in 2023, two voting members and one alternate member of each board, as designated by the town council during the appointment process, shall serve one year terms and the remaining members shall serve two year terms. Thereafter, each member appointed to an advisory board shall serve two-year terms. All members shall continue in the office until a successor is appointed.

(b) Advisory board members shall serve at the pleasure of the town council and may be removed with or without cause by a majority vote. f the members of the town council present at any publicly advertised meeting. A board member will automatically forfeit his or her appointment: (i) if convicted of a felony while a member of the board; (ii) if he or she has three consecutive unexcused absences; or (iii) he or she is no longer a resident of the town. Each advisory board shall, at each meeting, determine by majority vote of the members present whether a member's absence is excused or unexcused.

(c) In the event of a vacancy on an advisory board, the town council shall appoint a replacement for the unexpired term, by majority vote of the members present. Until such a replacement is appointed, alternates may, in their designated order, vote as a member of the board.

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

Ordinance No. 2023-01

restriction as to the number of terms served.

Sec. 2-187. 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 2-188. Procedures; applicable laws; meetings; secretary.

(a) Each board shall conduct its business in accordance with Robert's Rules of Procedure, and its actions, decisions, and recommendations shall be advisory only.

(b) All meetings, records, and files of the 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. All advisory board members shall be subject to applicable sections of Chapter 112, Florida Statutes and the Town of Loxahatchee Groves Code of Ethics for Public Officers.

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

(d) 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.

Section 2-189 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: 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

Ordinance No. 2023-01

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.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ___ DAY OF _____, 2023.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as

follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGE HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCIL MEMBER	<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 _____, 2023.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Q. Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Margaret Herzog

Ordinance No. 2023-01

Office of the Town Attorney

Council Member Phyllis Maniglia

Council Member Marianne Miles

DRAFT



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 8

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine L. Ramaglia, Town Manager

VIA: Elizabeth Lenihan, Town Attorney

DATE: March 28, 2023

SUBJECT: Discussion of Ordinance No. 2023-02 regarding amendments to the Planning and Zoning Board Ordinance

Background:

By separate ordinance, the Town Council is considering adopting uniform requirements for its Town advisory boards which have, over the years, included, but not been limited to, the Planning and Zoning Board, 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. That separate ordinance provides uniformity for the advisory boards in composition, quorums, eligibility, appointment, terms, removal, vacancies, officers, procedures, and meetings (“Advisory Board Ordinance”). The Advisory Board Ordinance 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.

If the Town Council adopts the Advisory Board Ordinance, it will also consider Ordinance No. 2023-01 which provides for the removal of certain provisions from the Planning and Zoning Board ordinance that are already addressed in the new Advisory Board Ordinance (Ordinance No.2023-01) including the following: nomination process, quorum requirement, vacancies, removal of members, compensation, and the organizational meeting.

Recommendation:

Town Council to review and discuss proposed Ordinance No. 2023-02 amending the Planning and Zoning Board ordinance and make any changes to prepare the ordinance for first reading.

ORDINANCE NO. 2023-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AMENDING CHAPTER 34 “PLANNING AND DEVELOPMENT”, ARTICLE II “PLANNING AND ZONING BOARD” TO AMEND THE APPOINTMENT PROCESS AND TERMS 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 amend its ordinance governing the Planning and Zoning Board to change the process for appointments, terms of members, and for other purposes; 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 34 “Planning and Development”, Article II “Planning and Zoning Board” as follows:

Sec. 34-25. Governing ordinance; Composition, and qualifications and removal term of office.

(a) Unless in conflict with a provision of this Section or the Florida Statutes, Article VII “Town Advisory Boards” of Chapter 2 of this Code shall apply to the planning and zoning board. 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.~~

Ordinance No. 2023-02

~~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) The planning and zoning board shall be composed of five members and two alternate members. 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 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 resident 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~~

Ordinance No. 2023-02

~~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.~~

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.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ___ DAY OF _____ 2023.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as

follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LAURA DANOWSKI, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARGE HERZOG, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MARIANNE MILES, COUNCIL MEMBER	<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 _____ 2023.

Ordinance No. 2023-02

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Mayor Robert Shorr

Lakisha Q. Burch, Town Clerk

Vice Mayor Laura Danowski

APPROVED AS TO LEGAL FORM:

Council Member Margaret Herzog

Office of the Town Attorney

Council Member Phyllis Maniglia

Council Member Marianne Miles

DRAFT



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 10

TO: Town Council of Town of Loxahatchee Groves
FROM: Francine L. Ramaglia, Town Manager
DATE: April 4, 2023
SUBJECT: Discussion of Town Council Rules and Procedures

Background:

The ground rules for Town Council behavior and conduct of meetings are governed by the Code of Ordinances and the Council's adopted rules. Section 2-23 of Article II "Town Council" of Chapter 2 "Administration" of the Code sets forth the codified regulations. The Town Council Approved Resolution No. 2019-65 "Town Council Rules of Engagement" and the Town Attorney has provided training on the role and conduct of being a member of Council. Copies of Section 2-23, Resolution No. 2019-65, and the training materials are attached for your review and discussion.

In addition to the general review of the guidelines, there has been interest expressed in addressing modifications and adjustments to the rules and procedures to include, but not necessarily be limited to the following topics:

1. Which meetings (including board and committee meetings) get live streamed, or otherwise disseminated;
2. Who and how many councilmembers sign ordinances, resolutions, contracts, checks and other official documents of the Town;
3. The use and placement of lights;
4. Cellphone use;
5. Roll call procedures and acknowledgements;
6. Appropriate manner of addressing each other during meeting discussions;
7. The extent and limitation, tone and tenor of Councilmember comments;
8. One on ones prior to Council Meetings;
9. Effective use of Agenda Review meetings on Mondays.

Recommendations:

Town Council to review and discuss proposed changes.

TOWN OF LOXAHATCHEE GROVES
CODE OF ORDINANCES
CHAPTER 2 "ADMINISTRATION"
ARTICLE II "TOWN COUNCIL"

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 Roberts Rules of Order, 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.

(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 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.

(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 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. 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 various town boards provided for in this Code or created by the town council.

(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.

(Ord. No. 2008-04, § 2(2-2), 7-1-2008)

TOWN COUNCIL RULES OF ORDER AND PROCEDURE
Adopted December 03

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 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 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
- 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, preferably 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 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, preferably 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

- 4.1 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

- 6.1 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, people 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.
- 7.4 The Town Council may withhold comments 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.

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 members 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 sub-paragraph 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

11.1 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 **f i f t e e n** (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

12.1 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 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 are 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 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. Official actions may be taken under comments in the case of an emergency or for other situations necessitating immediate action as may be determined by a majority of the Council.

Adopted by Resolution 2019-65 on December 03.

Loxahatchee Groves Town Council Training

Elizabeth V. Lenihan, Esq.
Torcivia, Donlon, Goddeau & Rubin, P.A.
Town Attorney

Florida Statutes

- ▶ Public Records
 - ▶ Chapter 119 – all records made and received regarding Town business
 - ▶ Includes texts and social media posts and messages related to Town business regardless of device or account
 - ▶ Don't email, text, or post anything you wouldn't say in a public meeting or want printed in the newspaper
 - ▶ Retention requirements
- ▶ Sunshine
 - ▶ Chapter 286 – prohibits discussion between Council Members regarding Town business outside a noticed public meeting
 - ▶ Includes prohibition of discussion via phone, text, and social media
- ▶ Ethics
 - ▶ Chapter 112 – regulates voting conflicts, gifts, reporting, business relationships
 - ▶ Supplemented by Palm Beach County Code of Ethics, Chapter 2, Article XIII of the Palm Beach County Code of Ordinances

Palm Beach County Code of Ethics

Conflicts

- ▶ Public Officials shall NOT:
 - ▶ Use the public office or position to take or fail to take any action, or influence others to take or fail to take any action, or attempt to do these things in a manner which he or she knows or should know with the exercise of reasonable care will result in a special financial benefit, not shared with similarly situated members of the general public or the listed persons or entities
 - ▶ Use or attempt to use the public office or position, or any property or resource which may be within his or her trust, to corruptly secure or attempt to secure a special privilege, benefit, or exemption for the public official or others
 - ▶ Enter into any contract or other transaction for goods or services with the Town
 - ▶ Includes the public official's outside employer or business and any person, agency or entity acting for the Town
 - ▶ Accept, directly or indirectly, travel expenses from a contractor, vendor, service provider, bidder or proposer
 - ▶ Agree to pay or give a contingency fee to another person
- ▶ Public Officials shall declare voting conflicts of interest, abstain from voting or participating in discussion on such matters, and file Form 8B

Palm Beach County Code of Ethics

Conflicting Relationships

- ▶ Self
- ▶ Spouse, domestic partner, household member, dependents
- ▶ Sibling, step-sibling, child, step-child, parent, step-parent, niece or nephew, uncle or aunt, grandparent, or grandchild
 - ▶ of self, spouse or domestic partner
 - ▶ or the employer or business of any of these people
- ▶ Outside employer or business of self, spouse or domestic partner or someone known to public official to work for such employer or business
- ▶ Customer or client of the public official or outside employer or business
- ▶ Substantial debtor or creditor of public official, spouse or domestic partner
- ▶ Civic group, union, social, charitable, or religious organization, or other organization of which the public official, spouse or domestic partner is an officer or director

Palm Beach County Code of Ethics

Gifts

- ▶ Public Officials shall NOT:
 - ▶ Knowingly solicit or accept, directly or indirectly, any gift of value greater than \$100 in the aggregate for the calendar year from any person or business entity that the public official knows or should know with the exercise of reasonable care, is a vendor, lobbyist or principal or employer of a lobbyist who lobbies, sells or leases to the Town
 - ▶ Knowingly solicit a gift of any value from any person or business entity that the public official knows, or should know with the exercise of reasonable care, is a vendor, lobbyist or principal or employer of a lobbyist who lobbies, sells, or leases to the Town where the gift is for the personal benefit of the public official or any relative or household member
 - ▶ Accept or agree to accept a gift from a person or entity, because of:
 - ▶ An official public action taken or to be taken or which could be taken
 - ▶ A legal duty performed or to be performed or which could be performed
 - ▶ A legal duty violated or to be violated or which could be violated
- ▶ Public Officials shall report gifts in excess of \$100

Palm Beach County Code of Ethics

Anti-nepotism

- ▶ Public Officials shall NOT:
 - ▶ Appoint, employ, promote, advance, or advocate appointment, employment, promotion or advancement in or to a position in the Town any individual who is a relative or domestic partner of the public official
 - ▶ Exception in municipalities with less than 35,000 population for appointments to boards other than those with land-planning or zoning responsibilities
 - ▶ Excludes volunteers providing emergency medical, firefighting, or police services

Training

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- ▶ Required by State of Florida
<http://www.ethics.state.fl.us/Training/Training.aspx>
- ▶ The training must include:
 - ▶ Article II, Section 8 of the Florida Constitution
 - ▶ Part III, Chapter 112, Florida Statutes (Code of Ethics)
 - ▶ Public Records
 - ▶ Public Meetings (Sunshine Law)
- ▶ Required by Palm Beach County
http://www.pbcgov.com/_code/videos/VideoPlayer.htm?id=COE/Training/2017-FINAL_COE-Training

Town Code of Ethics – Sec. 2-87 of the Town Code

- ▶ Public Officers of the Town will display leadership by:
 - ▶ Subscribing to the Town's Code of Ethics
 - ▶ Promoting a sense of community, community values, and community spirit and embracing diversity within the community while focusing on the importance and values of family
 - ▶ Practicing a "can do" attitude rather than an attitude of negativity
 - ▶ Developing vision or focus on the future, and supporting the achievement of vision
 - ▶ Being responsive
 - ▶ Having fun and enjoying one's role as a public officer of the Town
 - ▶ Recognizing and fostering leadership throughout the Town government and the residential and business communities of the Town
 - ▶ Balancing statesmanship and political and professional goals
 - ▶ Maintaining a positive image while working towards the best interests of the Town and its citizens

Town Code of Ethics

- Public Officers of the Town will display an empowerment attitude by:
 - Encouraging citizens to be active, responsible partners in Town government that function with public officers of the Town to achieve a shared vision
 - Empowering Town administration to continuously improve the quality of and the services provided by Town government
 - Encouraging entrepreneurship by governing the Town as a successful, ethical business model
 - Maximizing revenue while minimizing tax burdens on citizens
- Public Officers of the Town will encourage and promote customer focus and involvement by:
 - Encouraging citizens and residents to be involved in government and bridging the gap between town government and community
 - Promoting specific avenues by which citizen input is gathered and information is disseminated by the Town
 - Encouraging citizen involvement in decision-making
 - Supporting data-based decision-making

Town Code of Ethics

- ▶ Public Officers will work towards continuous improvement through:
 - ▶ Self-improvement through education, personal growth, and personal learning
 - ▶ Supporting process improvement in Town systems and key process improvements through knowledge-based decision-making
 - ▶ Supporting and encouraging personal wellness and professional development throughout Town government
 - ▶ Supporting innovation through technology
 - ▶ Promoting effective use of customer feedback to improve quality of government and the providing of government services
- ▶ Public Officers shall be dedicated to the concepts of:
 - ▶ Effective and democratic local government
 - ▶ Respecting the principals and spirit of representative democracy
 - ▶ Setting a positive example of good citizenship by scrupulously observing the letter and spirit of applicable laws, rules and regulations

Town Code of Ethics

- ▶ Public Officers shall:
 - ▶ Be dedicated to the highest ideals of honor and dignity in all public and personal relationships
 - ▶ Conduct themselves in a manner which maintains and promotes public confidence in Town government
 - ▶ Recognize that the main function of local government, at all times, is to serve and promote the best interests of the public
 - ▶ Disclose all personal relationships in any instance where there could be a conflict of interest or an appearance of conflict
- ▶ Public Officers pledge to:
 - ▶ Keep the community informed on the affairs of Town government
 - ▶ Practice friendly and courteous service to the public
 - ▶ Seek to improve the quality and image of public service
 - ▶ Uphold and adhere to the Charter of the Town
 - ▶ Inform the recipient of any oral or written communication or when appearing before another governmental body, whether the subject of the communication has been addressed officially by Town Council and what the official position of Town Council is, if there is one, and whether the appearance or communication has been authorized by Town Council and update Town Council regarding such appearance or communication at the next Town Council meeting

Town Code of Ethics

- ▶ Public Officers pledge NOT to:
 - ▶ Misuse the office or position
 - ▶ Participate in debate on any matter which may come before Town Council for decision and which may benefit a family member, client, or business associate
 - ▶ Seek or accept any personal profit or gain or unwarranted favor or privilege for himself or any relative or other person
 - ▶ Improperly influence or attempt to influence other public officers
- ▶ Public Officers shall NOT:
 - ▶ Engage in, solicit, or negotiate for, or promise to accept private employment or render services for private interests or conduct a private business when such employment, service, or business creates a conflict with the proper discharge with official duties
 - ▶ Have any contact with, in any form, nor engage in communication or discussion with applicants, petitioners, or their agents or representatives seeking action or other relief from Town Council on matters relating to a pending application or other petition
 - ▶ Invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict with official duties

Town Code of Ethics

- ▶ Public Officers shall NOT:
 - ▶ Directly or indirectly solicit, accept, or receive any gift, in any form, if:
 - ▶ It could be reasonably inferred or expected the gift was intended to influence the officer's performance of official duties
 - ▶ The gift was intended to serve as an inducement for an improper action or as a reward not otherwise permitted under state law
 - ▶ Use provisions of this Code of Ethics to further frivolous claims against one another
 - ▶ Knowingly violate any federal, state, or local law, rule or regulation
 - ▶ Disclose confidential information acquired in one's capacity as a public officer or use such confidential information to further one's personal interests
 - ▶ Undermine the duties, responsibilities, and role of the Town Manager
 - ▶ Use the official position to "influence peddle" or gain favors or benefits inconsistent with Town policy or applicable law on behalf of any citizen or other person

Duties of Town Council

- ▶ Set annual millage rate
- ▶ Adopt assessment methodology (currently only for solid waste)
- ▶ Adopt annual assessment rate (currently only for solid waste)
- ▶ Establish annual budget
- ▶ Adopt a capital improvements plan
- ▶ Set Policy
 - ▶ Purchasing Manual
 - ▶ Personnel Manual
- ▶ Adopt Ordinances
 - ▶ Regulation, planning, development and enforcement of activities within the Town
 - ▶ Require public hearing
- ▶ Adopt Resolutions
 - ▶ Contracts, policy, development

15 Limitations on Town Council

- ▶ Quasi-judicial proceedings
 - ▶ Applicable to development applications – Article 120, ULDC
 - ▶ Must follow set procedures to ensure due process
- ▶ Ex-parte communications – Sec. 286.0115, Fla. Stat.
 - ▶ Applicable to quasi-judicial proceedings
 - ▶ Discussion with, written communications to, and investigation and site visits by a local public official on the merits of any matter on which action may be taken by a board or commission on which the official is a member
 - ▶ Applies to Town Council and Planning & Zoning
 - ▶ Presumed to be prejudicial
 - ▶ Town Council may adopt an ordinance or resolution removing the presumption of prejudice from ex parte communications and establishing procedures for disclosure
- ▶ Ex-parte communications are prohibited – Sec. 120-020, ULDC

Limitations on Town Council

- ▶ Code Enforcement proceedings
 - ▶ Handled by Special Magistrate and contract staff
 - ▶ Council Members should direct residents to Code Enforcement directly
 - ▶ Council Members may report issues to Code Enforcement directly, but may not direct action
- ▶ Public Records Requests
 - ▶ Requests by Council Members for public records from the Town are handled in the same manner as requests from other individuals
 - ▶ Council Members must discuss with the Town Manager before photographing or copying public records to which they have access through the course of Town business – Town must retain a copy of records taken or provided
- ▶ Operational Decisions are handled by the Town Manager

Duties of Council Members

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- ▶ Sec. 5(14) of the Town Charter - Noninterference
 - ▶ Council Members expressly prohibited from interfering with performance of any employee of the Town
 - ▶ Council Members must direct comments for action, recommendations for improvement, and complaints to Town Manager
 - ▶ Council is free to direct the Town Manager to implement specific recommendations for improvement in Town government operations
- ▶ Sec. 2-24 of the Town Code
 - ▶ Council Members shall direct all requests for action or assistance, or reports, including complaints regarding, by, or about employees of the Town, and all related follow-ups to the Town Manager
 - ▶ Council Members have no authority to suggest, direct, or instruct Town staff to perform duties or functions or to resolve citizen complaints in a specific manner
 - ▶ Council Members have unrestricted access to the Town Manager and Town Attorney

Duties of Mayor, Town Manager and Town Attorney – Town Charter

- ▶ Mayor
 - ▶ Preside at Town Council meetings
 - ▶ Ceremonial head of Town
 - ▶ Signatory on documents approved by Town Council
- ▶ Town Manager
 - ▶ Responsible for all departments, offices, agencies, and employees of the Town
 - ▶ Ensures all laws, Charter provisions, and acts of Town Council are faithfully executed consistent with direction from Town Council
 - ▶ Prepares and submits annual budget and capital program to Town Council
 - ▶ Manages and keeps Town Council up to date on financial matters of the Town
- ▶ Town Attorney
 - ▶ Not under authority of Town Manager
 - ▶ Approve all contracts, bonds and other instruments regarding Town business
 - ▶ Prosecute and defend on behalf of the Town all complaints, suits, and controversies

Town Council Meetings - Charter

- ▶ Run by the Mayor, or Vice Mayor in absence of Mayor
- ▶ Regular meetings
 - ▶ schedule set by Resolution
 - ▶ Supplemented by Sec. 2-23 of Town Code
- ▶ Special meetings
 - ▶ at call of Mayor, or, in absence of Mayor, by Vice Mayor; or at request by majority of Council Members
 - ▶ Supplemented by Sec. 2-22 of Town Code
- ▶ Rules of Procedure
 - ▶ adopted by Town Council in 2019

Town Council Meetings – Sec. 2-23 of the Town Code

- ▶ Establishes Rules for Behavior of Town Council Members
 - ▶ Council Members shall:
 - ▶ Forgive each other
 - ▶ Each conduct themselves with dignity
 - ▶ Agree to disagree with each other
 - ▶ Show respect for the points of view of other Members of the Town Council
 - ▶ Council Members shall NOT:
 - ▶ Falsely accuse another Member of the Town Council of wrongdoing
 - ▶ Criticize each other in a rancorous or unprofessional manner
 - ▶ Make personal attacks on another Member of the Town Council
 - ▶ Individually act without the support of the Town Council

Town Council Meetings – Participation

Rules of Procedure

- ▶ Quorum
 - ▶ Majority of full Town Council
 - ▶ If no quorum within 15 minutes of meeting time or is lost, Mayor will adjourn meeting
- ▶ Absent with excuse
 - ▶ May participate and vote by telephone or video conference
 - ▶ if physical quorum present and
 - ▶ Town Council determines extraordinary circumstances exist to justify remote participation
 - ▶ Not during quasi-judicial hearings

Town Council Meetings – Public Comment

Sec. 2-23

- ▶ Public comment limited to 3 minutes and must complete speaker form
- ▶ Town Council may, by majority vote, invite public discussion on any agenda item
- ▶ Comments and questions from Town Council and from public shall be directed to the Mayor
- ▶ Must first be recognized by Mayor
- ▶ Must be confined to the issues under debate
- ▶ Must avoid all personalities and indecorous language
- ▶ Shall NOT, by conversation or otherwise, delay or interrupt the proceedings nor the peace of the meeting
- ▶ Rules of Procedure
 - ▶ Limited to one time per subject matter for total of 3 minutes
 - ▶ Must be addressed to Council as a body and not to individuals
 - ▶ Personal verbal attacks will not be tolerated
 - ▶ Person making impertinent, obscene, personally insulting, defamatory or slanderous remarks or who becomes boisterous or disruptive shall be barred by Mayor from speaking further unless granted permission by majority vote of Council

Town Council Meetings – Debate

Rules of Procedure

- ▶ Council Member must first be recognized by Mayor
- ▶ Comments must be confined to the issues under debate
- ▶ Must avoid all personalities and indecorous language
- ▶ Council Members shall NOT, by conversation or otherwise, delay or interrupt the proceedings nor the peace of the meeting
- ▶ Council Members shall not engage in cross conversations or direct questions to other Council Members or the public
 - ▶ Questions of other Council Members or the public are directed to the Mayor, who then will recognize the Council Member or public to respond
 - ▶ Questions to staff are directed to the Mayor, who then will recognize the Town Manager to respond or recognize another staff member to respond
- ▶ Council Member comment should not be limited unless a motion to limit debate is made and adopted by supermajority vote
- ▶ Each Council Member is afforded opportunity to offer rebuttal to each item discussed
- ▶ Council Members shall not interrupt anyone who has the floor, unless to call the meeting to order
 - ▶ If called to order, the Council Member shall cease speaking until the question of order is determined, and if in order, shall be permitted to proceed

Town Council Meetings - Decorum

Sec. 2-23

- Decorum Procedures for disturbance or disruption of meeting by Council Member or public
 - Warning by Mayor or majority vote of Town Council with opportunity to cease
 - If continues, Mayor may direct to have law enforcement remove individual
 - Once removed, individual is barred for rest of meeting
 - If Mayor fails to act, any Council Member may move to require Mayor to act; majority vote of Council Members requires Mayor to act
 - Mayor may, in the alternative, recess or adjourn the meeting

Rules of Procedure

- Council Members must preserve order and decorum
- Council Members shall NOT:
 - By conversation or otherwise, delay or interrupt the proceeding or peace of the Council
 - Disturb another Council Member while speaking
 - Refuse to obey the rules of Council or the Mayor

Town Council Meetings – Decorum Rules of Procedure

Town Council is committed to maintaining civility in public and political discourse and expects the public to do the same. All comments...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

Town Council Meetings – Motions

- ▶ Sec. 2-23
 - ▶ Motion to change the order of business requires a majority vote
 - ▶ Items that fail due to lack of a second may not be reintroduced for at least 6 months after the failed motion, unless:
 - ▶ Emergency exists and the public business requires reconsideration
 - ▶ A Member of Town Council on the prevailing side of the prior vote introduces the item for reconsideration
 - ▶ Council Members may request that the Mayor recess the meeting
- ▶ Rules of Procedure
 - ▶ Any motion may be withdrawn at any time prior to a vote being taken, by the motion maker upon agreement by the seconder to withdraw the second
 - ▶ Any motion may be amended at any time during discussion. If the amendment gets a second, Town Council votes first on the amending motion and then on the original motion as amended
 - ▶ A motion to reconsider any action taken by Council may be made only during the meeting at which the action was taken, by a Council Member on the prevailing side.

Town Council Meetings – Sec. 2-23;

Duties of Mayor

- ▶ Preside at Town Council meetings
 - ▶ Introduce agenda items
 - ▶ Recognize Town Council Members to speak in rotation – not call on any Member a second and subsequent time until all Members have had an opportunity to speak
 - ▶ Provide comment after speaking Member of Town Council has relinquished the floor
 - ▶ Shall NOT dominate debate or discussion; or unreasonably cut short or prolong debate, discussion, or taking of a vote
 - ▶ In consultation with Town Attorney, make rulings on parliamentary procedure
 - ▶ May be overturned by majority vote of Town Council
 - ▶ May request Town Council move on to next agenda item by vote or otherwise
- ▶ Maintain Decorum
 - ▶ Order from the room any citizen who refuses to comply with Sec. 2-23 following defined procedures

Town Council Meetings – Rules of Procedure; Duties of Mayor

- ▶ Controlling and expediting debate
- ▶ Keep the subject clearly before the Council Members
- ▶ Rule out irrelevant discussion
- ▶ Restate question whenever necessary
- ▶ Preserve decorum and order and decide all questions of order subject to Town Council's appeal
- ▶ May recess the meeting in order to restore decorum
- ▶ May make a motion or second on any item
- ▶ May grant exceptions to time limit for public comment

Town Council Meetings – Rules of Procedure; Council Member Comments

- ▶ To promote public discussion of matters relating to Town business
- ▶ To encourage dissemination of information
- ▶ Council Members may submit reports and information
 - ▶ Should be provided to other Council Members, Town Manager and Town Attorney in advance
- ▶ Council Members may request preparation of proclamations, resolutions, ordinances, reports, and other actions, subject to majority consensus
- ▶ Official actions may be taken under comments in case of emergency or other situations necessitating immediate action, as determined by majority of Town Council

Town Council as Loxahatchee Groves Water Control District

- ▶ Must adopt quarterly, semiannually, or annually a schedule of its regular meeting dates, including date, time and location
- ▶ Meetings follow same rules and regulations as Town Council meetings
- ▶ Must meet as separate body for District v Town Council meetings
- ▶ Must adopt a budget by resolution each fiscal year meeting Sec. 189.016(3)
 - ▶ May adopt budget amendments and establish procedures by which the designated budget officer may authorize certain amendments if the total appropriations of the fund do not increase
- ▶ Adopt assessment methodology (currently roads and drainage)
- ▶ Adopt annual assessment rate (currently roads and drainage)



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 4, 2023

SUBJECT: Council Priorities Scheduled for Discussion

Background:

Below is a proposed schedule for discussions and action as noted for upcoming agenda workshops and regular council meetings in April through September:

April 18	-Solid waste -Livestock waste -Agritourism -Right to farm -Lobbyist Update
May 2	-HR Manual -Committees 2 nd Readings -Council representatives (FLC, TPA, etc.) & Council/Volunteer At-Large Volunteers (ITID, BCC, SFWMD, etc.) -Volunteer program policy -Scholarship fund donation policy -Community Partnerships (LGLA/Interfaith) -Civic Plus -Towing & other piggybacks -Publix turn on B Road -Big Dog Ranch site plan amendment
May 16	-Amendments to Article 87 (land clearing) -Tree mitigation receiver sites -Sign code amendments
June 4	TRIM rates (jeff has resos in email) 1st Reading Article 87 1st Reading Sign Code Quarterly reports-code, bldg., PBSO, Fire, IT, Planning, PW, Finance, Atty
June 20	-Unrecorded plats -Nonconformities -ROW and easement corrections -RVs and other similar housing

August 1	2nd Reading Article 87 2nd Reading Sign Code 1 st Reading unauthorized projects/signs (PBSO)
August 15	-Assessments: -Methodology -Village of Royal Palm drainage assessment -Culvert replacement assessment -Mobility fees and impact fees – possibilities and limitations -Cost sharing policy -Capital funding & borrowing -BTRs
September 19	-Fine reduction code amendments -Noise code amendments – remove dB measurements -Nuisance abatement amendments -Citation program for code enforcement

Recommendation:

Review, discuss and direct Staff.