

Agenda Item # C - 9

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH FLORIDA ULS OPERATING LLC D/B/A HAVERLAND AG INNOVATIONS, INC. FOR ANNUAL TURF MAINTENANCE SERVICES AT FOUR (4) MULTI-PURPOSE ATHLETIC FIELDS LOCATED IN KATZ SOCCER COMPLEX AND TURF MAINTENANCE SERVICES FOR THE REMAINING THREE MONTHS OF 2024 AT FOUR (4) MULTI-PURPOSE ATHLETIC FIELDS LOCATED IN SEMINOLE PALMS PARK AT A COST NOT TO EXCEED \$167,775.27 BY PIGGYBACKING THE VILLAGE OF NORTH PALM BEACH TERM CONTRACT DATE JUNE 27, 2024 AND APPROVED VIA RESOLUTION# 2024-50, WHICH IS IN EFFECT THROUGH OCTOBER 1, 2027. THIS ITEM IS BUDGETED IN ACCOUNT #001-7200-572-34-90

ISSUE: Due to the extensive use of the multi-use fields by both youth and adult programs, staff is requesting that the Village continue to utilize an independent contractor to maintain the level of service required for the safe use of these facilities in the most cost effective manner.

Staff is requesting approval and authorization to piggyback off of the Village of North Palm Beach's Contract dated June 27, 2024 awarded through Request for Proposals for Athletic Field Turf Maintenance Services, effective for an initial three-year term expiring October 1, 2027 with two one-year renewals optional at the same unit prices provided therein.

The services to be provided by Haverland are for annual turf maintenance services at four (4) multi-purpose athletic fields located in Katz Soccer Complex in the amount of One Hundred Thirty-Two Thousand Five Hundred Two Dollars and Sixty-Nine Cents (\$132,502.69) and the turf maintenance services for the remaining three months of 2024 at four (4) multi-purpose athletic fields located in Seminole Palms Park are in the amount of Thirty-Five Thousand Two Hundred Seventy-Two Dollars and Fifty-Eight Cents (\$35,272.58).

RECOMMENDED ACTION: Staff recommends approval.

Initiator:	Village Manager	Agenda	Village Council
	Approval:	Date:	Action:
Director of Parks and Recreation		9/19/24	

**PROVISION OF SERVICES AGREEMENT BETWEEN THE VILLAGE OF ROYAL PALM
BEACH AND FLORIDA ULS OPERATING LLC
D/B/A HAVERLAND AG INNOVATIONS, INC.**

THIS AGREEMENT, entered into on the ____ day of September, 2024, effective October 1, 2024, by and between the Village of Royal Palm Beach, a municipal corporation with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, organized in accordance with the laws of Florida, hereinafter referred to as the “VILLAGE” and Florida ULS Operating LLC d/b/a Haverland Ag Innovations, Inc., a Florida Corporation having an address of 10670 Heritage Farms Road, Lake Worth, Florida 33449, hereinafter referred to as “HAVERLAND”.

WHEREAS, HAVERLAND submitted a proposal for Athletic Field Turf Maintenance Services pursuant to the Village of North Palm Beach’s Request for Proposals (“RFP”) for Athletic Field Turf Maintenance, and pursuant thereto, on June 27, 2024 was awarded a contract for the provision of such services, which agreement remains current and active; and

WHEREAS, the VILLAGE desires to enter into a new agreement with HAVERLAND for Athletic Field Turf Maintenance Services based on the same scope of services and payment/fee structure as that contained in HAVERLAND’S current agreement with the Village of North Palm Beach; and

WHEREAS, HAVERLAND is likewise desirous of entering into a new agreement with the VILLAGE for Athletic Field Turf Maintenance Services based on the same scope of services and payment/fee structure as that contained in HAVERLAND’S current agreement with the Village of North Palm Beach; and

WHEREAS, entering into such an agreement with HAVERLAND will be in the best interest of the VILLAGE.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. **Recitals:** The above recitals are true and correct and are incorporated herein by reference.

2. **Scope of Services:** HAVERLAND shall perform Athletic Field Turf Maintenance Services for the VILLAGE and provide all services, work, and products that are necessary to fulfill its obligations as set forth in the Village of North Palm Beach RFP and HAVERLAND’S submitted response thereto, all of which is attached hereto as Exhibit “A” and fully incorporated herein by reference, and in accordance with Sec. 6-197 of the VILLAGE Code of Ordinances.

HAVERLAND agrees, warrants, covenants, and represents that all products, work, and services that it shall perform pursuant to this agreement, including any work done by its subcontractors or at its direction,

shall be free from all defects and done in a workmanlike manner. HAVERLAND warrants the merchantability and fitness of the products and services as contemplated in this agreement.

HAVERLAND agrees to supply to the VILLAGE adequate personnel to provide timely completion of all services contemplated by this agreement. The parties hereto agree that time is of the essence, and HAVERLAND agrees to provide the services that are provided for in this agreement in a timely fashion.

HAVERLAND may utilize subcontractors for the provision of services under this agreement. The VILLAGE reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor. If a subcontractor fails to perform as required by this agreement and it is necessary to replace the subcontractor in order to provide services as required, HAVERLAND shall promptly do so, subject to acceptance of the new subcontractor by the VILLAGE.

In performance of its obligations hereunder, HAVERLAND agrees to comply with all applicable laws, rules, regulations, orders, codes, criteria, and standards, whether local, state or federal.

HAVERLAND warrants and represents that all of its employees, as well as those of any subcontractors, are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

3. **Compensation:** Pursuant to the Village of North Palm Beach RFP and HAVERLAND'S submitted response thereto, compensation to HAVERLAND for annual turf maintenance services at four (4) multi-purpose athletic fields located in Katz Soccer Complex shall be in the amount of One Hundred Thirty-Two Thousand Five Hundred Two Dollars and Sixty-Nine Cents (\$132,502.69) and the turf maintenance services for the remaining three months of 2024 at four (4) multi-purpose athletic fields located in Seminole Palms Park shall be in the amount of Thirty-Five Thousand Two Hundred Seventy-Two Dollars and Fifty-Eight Cents (\$35,272.58) for Athletic Field Turf Maintenance Services provided at the unit rates provided in Exhibit "A". The parties to this Agreement understand that the VILLAGE is a tax-exempt organization; nothing herein, however, shall exempt HAVERLAND from paying all of its taxes pursuant to this agreement.

4. **Term / Renewal:** The initial term of this agreement shall commence on October 1, 2024 and shall expire on September 30, 2027 and shall be renewable, at the VILLAGE'S option, for two (2) additional one (1) year terms so long as the underlying Village of North Palm Beach Contract remains in effect. This agreement and any renewals thereto are subject to annual appropriations by the VILLAGE, and this agreement is subject to fiscal funding by the VILLAGE.

5. **Insurance:** HAVERLAND shall maintain all insurance as is required by the Village of North Palm Beach RFP. Prior to commencing any work, performing services, or supplying products, HAVERLAND shall provide the VILLAGE with proof of such insurance coverage. In addition, HAVERLAND agrees to provide to the VILLAGE such other insurance with such coverage amounts and deductibles as requested by the VILLAGE.

6. **Indemnity:** HAVERLAND agrees to protect, defend, indemnify, and hold harmless the VILLAGE, its employees, and representatives from any and all claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and court costs, including appeals, for which the VILLAGE, its employees, and representatives can or may be held liable to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of HAVERLAND, its employees, or agents arising out of or connected with this agreement. Nothing contained herein shall be construed or interpreted as consent by the VILLAGE to be sued, nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in Section 768.28, *Florida Statutes*.

7. **Termination:** This agreement may be terminated by HAVERLAND upon ninety (90) days' prior written notice to the VILLAGE in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this agreement through no fault of HAVERLAND. This Agreement may be terminated by the VILLAGE, with or without cause, upon ninety (90) days' written notice to HAVERLAND. Unless HAVERLAND is in breach of this Agreement, HAVERLAND shall be paid for services and products rendered to the VILLAGE'S satisfaction up to the date of termination. After receipt of a termination notice, and except as otherwise directed by the VILLAGE, HAVERLAND shall stop work on the date specified. HAVERLAND shall not be entitled to any claim of loss of profits from a termination by the VILLAGE.

8. **Force Majeure:** Neither the VILLAGE nor HAVERLAND shall be considered to be in breach or default of this agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riots, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this agreement.

9. **Waiver:** A waiver by either the VILLAGE or HAVERLAND of any breach of this agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default

or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach. Further, a written waiver in part shall not constitute a waiver of any other part of this agreement.

10. **Severability:** The invalidity, illegality, unenforceability of any provision of this agreement, or the occurrence of any event rendering any portion or provision of this agreement void shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement, and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void should a provision, which is of the essence of the agreement, be determined to be void.

11. **Applicable Law / Venue:** This agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this agreement, venue shall lie in Palm Beach County, Florida.

12. **Notice:** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

To the VILLAGE: Attn: Raymond C. Liggins, Village Manager, Village of Royal Palm Beach, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411;

To HAVERLAND: Attn: Kelly Haverland, President, Haverland AG Innovations, Inc., 10670 Heritage Farms Road, Lake Worth, FL 33449.

Notices shall be effective when sent to the addresses as specified above and as provided here in. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when sent with a printed confirmation of receipt of the same; however, facsimile transmission received (i.e., printed) after 6:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed certified mail return receipt requested. All mail shall be deemed received upon five (5) business days. The parties may also use overnight delivery services such as Federal Express, however all such services must have confirmation of delivery. Notice shall be deemed effective under this type of service when received.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of HAVERLAND and the VILLAGE.

13. **Binding Effect:** This agreement is binding upon the parties hereto, their heirs, successors, and assigns.

14. **Agreement Drafting:** This agreement shall not be construed against the party who drafted the same as all parties to this agreement have had legal and business experts review the adequacy of the same.

15. **Entire Agreement:** the VILLAGE and HAVERLAND agree that this agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the VILLAGE and HAVERLAND pertaining to this agreement, whether written or oral. None of the provisions, terms, and conditions contained in the agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

16. **Amendments:** This agreement may not be modified or amended unless such modifications or amendments are evidenced in writing, signed by both the VILLAGE and HAVERLAND. Such modifications shall be in the form of a written amendment executed by both parties with the same formality as this agreement is executed.

17. **Office of Inspector General:** Pursuant to Palm Beach County Code Sec. 2-421—2-432., Palm Beach County established the Office of Inspector General, which is authorized and empowered to review past, present, and proposed VILLAGE agreements, contracts, transactions, accounts and records. All parties doing business with the VILLAGE will fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the VILLAGE, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement, and to detect waste, corruption, and fraud.

18. **Public Records:** In accordance with Sec. 119.0701, Florida Statutes, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, Florida Statutes. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, Florida Statutes, and other penalties under Sec. 119.10, Florida Statutes. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the

Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

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 AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5102, OR AT ddisanto@royalpalmbeachfl.gov, OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA 33411.

19. **Conflicts of Interest:** This agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the VILLAGE, the Palm Beach County Code of Ethics and Ch. 112, Part III, *Florida Statutes*. During the term of this agreement and any renewals or extensions thereof, HAVERLAND shall continue to disclose to the VILLAGE any possible conflicts of interests. HAVERLAND duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the VILLAGE.

IN WITNESS WHEREOF, the VILLAGE and HAVERLAND have executed this agreement all as of the day and year first above written.

WITNESSES (HAVERLAND)

**FLORIDA ULS OPERATION LLC D/B/A
HAVERLAND AG INNOVATIONS, INC.**

1 _____

2 _____

Kelly Haverland, President

Printed Name

Date: _____

WITNESS (VILLAGE)

VILLAGE OF ROYAL PALM BEACH

Raymond C. Liggins, P.E.
Village Manager

ATTEST:

Diane DiSanto, Village Clerk

Date: _____

EXHIBIT A

RESOLUTION 2024-50

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY FLORIDA ULS OPERATING LLC D/B/A HAVERLAND AG INNOVATIONS FOR ATHLETIC FIELD TURF MAINTENANCE SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 24, 2024, the Village issued a Request for Proposals for Athletic Field Turf Maintenance Services (“RFP”); and

WHEREAS, the Village received two proposals in response to the RFP; and

WHEREAS, the Selection Committee recommended accepting the highest-ranked bid proposal submitted by Florida ULS Operating LLC d/b/a Haverland Ag Innovations, the Village’s current provider of athletic field maintenance services; and

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

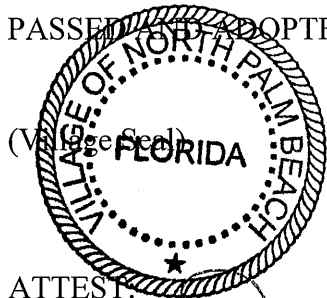
NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

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

Section 2. The Village Council accepts the proposal submitted by Florida ULS Operating LLC d/b/a Haverland Ag Innovations to provide athletic turf maintenance services at a total annual cost not to exceed \$222,708.00, with funds expended from Account No. A8028-33491 (Parks & Recreation – Contractual Services). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for the performance of such services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS 27TH DAY OF JUNE, 2024.



ATTEST:


VILLAGE CLERK


MAYOR

CONTRACT

This Contract is made as of the 27th day of June, 2024, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and FLORIDA ULS OPERATING LLC, a Florida limited liability company d/b/a HAVERLAND AG INNOVATIONS, hereinafter referred to as the VENDOR.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the VENDOR shall provide to the VILLAGE all goods and services necessary to provide **Athletic Field Turf Maintenance Services** pursuant to the terms and conditions of this Contract.

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work is for **Athletic Field Turf Maintenance Services** in accordance with the Request for Proposals issued by the Village, and VENDOR's Proposal submitted in response to the Request for Proposals, which are incorporated herein by reference.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall become effective October 1, 2024 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7. This Contract shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

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

SECTION 3: VILLAGE'S REPRESENTATIVE.

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

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the VENDOR for providing **Athletic Field Turf Maintenance Services** and for which Purchase Orders are issued in accordance with VENDOR's Proposal, which is attached hereto and incorporated herein by reference.

B. In order for both parties herein to close their books and records, VENDOR will clearly state "final invoice" on the VENDOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not

properly included in this final invoice are waived by the VENDOR. The VILLAGE will not be liable for any invoice from the VENDOR submitted thirty (30) days after the provision of all goods and services.

SECTION 5: INDEMNIFICATION.

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

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

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

SECTION 6: PERSONNEL.

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

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

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

SECTION 7: TERMINATION.

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

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

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

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

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

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

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

SECTION 10: SUCCESSORS AND ASSIGNS.

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

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

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

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

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

SECTION 13: ACCESS AND AUDITS.

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

SECTION 14: NONDISCRIMINATION.

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

SECTION 15: ENFORCEMENT COSTS.

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

SECTION 16: SEVERABILITY.

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

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

SECTION 17: MODIFICATIONS OF WORK.

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

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

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

SECTION 18: PUBLIC ENTITY CRIMES.

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

SECTION 19: PROTECTION OF WORK AND PROPERTY.

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

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

SECTION 20: WARRANTY/GUARANTY.

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

SECTION 21: COMPLIANCE WITH LAWS.

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

SECTION 22: NOTICE.

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

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

and if sent to the VENDOR shall be mailed to:

Florida ULS Operating LLC d/b/a Haverland Ag Innovations
Attn: Keely Haverland, Business Development Manager
12276 San Jose Boulevard, Suite 747
Jacksonville, FL 32223

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

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

SECTION 24: WAIVER.

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

SECTION 25: PREPARATION.

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

SECTION 26: SURVIVABILITY.

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

SECTION 27: WAIVER OF SUBROGATION.

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

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

SECTION 28: INSPECTOR GENERAL.

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

SECTION 29: INVOICING AND PAYMENT:

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

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

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

- B. All invoices submitted shall consist of an “original” invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to identify the good(s) and/or service(s) for which payment is requested; include and be clearly marked as “partial,” “complete” or “final invoice.”
- C. The invoice shall contain the Proposer’s Federal Employer Identification Number.

- D. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida's Prompt Payment Act (for non-construction).

SECTION 30: ADDITIONAL SERVICES;

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

SECTION 31: PUBLIC RECORDS.

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

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

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

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that

VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

SECTION 33. E-VERIFY.

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

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(f), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;
- D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;
- F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not VENDOR, shall be grounds for the VILLAGE to order VENDOR immediately terminate the contract with the subcontractor; and
- G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statutes, VENDOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

[Remainder of page intentionally blank]

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

VENDOR

By: DocuSigned by:
Keely Haverland
07982E2C7B01450...

Print Name: Keely Haverland

Position: Business Development Manager

VILLAGE OF NORTH PALM BEACH

BY: DocuSigned by:
SUSAN BICKEL, MAYOR
0D34448AE50D433...

ATTEST:

BY: DocuSigned by:
Jessica Green
09BE9934B84F420...
JESSICA GREEN, VILLAGE CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

BY: DocuSigned by:
Leonard G Rubin
CB3BBC5530B845A...
VILLAGE ATTORNEY

Athletic Field Turf Maintenance Services

Village of North Palm Beach

-Community Park

-Osborne Park

-Anchorage Park

-Veterans Park

Village of North Palm Beach

Community Park- (1) Multi-Purpose Field 128,479 sq ft 2.9 acres

January

Mow/Line Trim	1 x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Milorganite 6-3-0 Fertilization	(1) @ 10 bags per acre	29 bags	\$820.00
Core Aerification	1 Visit		\$1,003.00
Spot Spray Weeds	1x Weekly		\$290.00
Spot Topdressing	1x Weekly		\$110.00
Preventative Nematicide	1 Visit		\$1,654.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

February

Mow/Line Trim	1 x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Mole Cricket Prevention Application	1 Visit		\$1,115.00
21-0-0 Liquid Fertilizer	1 Visit		\$660.00
Carbon	1 Visit		\$1,367.00
Pre-Emergent Herbicide	1 Visit		\$1,168.00
Boom Spray Weed Control	1 Visit		\$980.00
Spot Topdressing	1x Weekly		\$110.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

March

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Command Soil Ammendment	1 Visit	1500 lbs per acre	\$3,220.00
16-8-4 w/ Iron	1 Visit	16 bags	\$781.00
15-3-15 Fertilization	(1) @ 6 bags per acre	18 bags	\$1,047.00
Spot Spray Weed Control	1x Weekly		\$290.00
Soil Testing	1 Visit		\$175.00
Spot Topdressing	1x Weekly		\$110.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

April

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Verticut & Vacuum	1 Visit		\$3,012.00
Spot Topdressing	1x Weekly		\$110.00
0-0-22 Sul Po Mag	(1) 4 bags per acre	12 bags	\$790.00
Milorganite 6-3-0 Fertilization	(1) 10 bags per acre	29 bags	\$820.00
Humic Acid Ammendment	1 Visit		\$840.00
Boom Spray Weed Control	1 Visit		\$980.00

Village of North Palm Beach

Community Park- (1) Multi-Purpose Field 128,479 sq ft 2.9 acres

Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

May

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Core Aerification	1 Visit		\$1,003.00
Spot Topdressing	1x Weekly		\$110.00
15-3-15 w/ Pendimenthalin Carbon	(1) 7 bags per acre	20 bags	\$1,132.00
Spot Spray Weed Control	1x Weekly		\$290.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

June

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Top Choice Insect Control	1 @ 87lbs per acre	6 bags	\$1,091.00
21-0-0 Ammonium Sulfate	1 @ 4 bags per acre	10 bags	\$681.00
Boom Spray Weed Control	1 Visit		\$980.00
Spot Topdressing	1x Weekly		\$110.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

July

Mow/Line Trim	2x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Core Aerification	1 Visit		\$1,003.00
15-3-15 Fertilization	(1) @ 6 bags per acre	18 bags	\$1,047.00
Sand Topdressing	1 Visit - 80/20 Mix	4 loads	\$6,032.00
Spot Spray Week Control	1x Weekly		\$230.00
Dray Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

August

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
21-0-0 Liquid Fertilizer	1 Visit		\$660.00
Boom Spray Weeds	1 Visit		\$884.00
Spot Boom Spray Weeds	1 Visit		\$699.00
Preventative Nematicide	1 Visit		\$1,654.00
Spot Topdressing	1x Weekly		\$110.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

Village of North Palm Beach
Community Park- (1) Multi-Purpose Field 128,479 sq ft 2.9 acres

September

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Core Aerification	1 Visit		\$1,003.00
15-0-15 Fertilization	(1) @ 6 bags per acre	14 bag	\$812.00
Bifentrin - Insect Control	1 Visit		\$640.00
Spot Spray Weed Control	1x Weekly		\$290.00
Spot Topdressing	1x Weekly		\$110.00
Soil Testing	1 Visit		\$175.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

October

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Mole Cricket Prevention Application	1 Visit		\$1,115.00
Pre-Emergent Herbicide	1 Visit		\$1,168.00
Boom Spray Weed Control	1 Visit		\$980.00
Spot Boom Spray Weed Contrl	1x Weekly		\$699.00
Spot Topdressing	1x Weekly		\$110.00
Dray Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

November

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Core Aerification	1 Visit		\$1,003.00
15-0-15 Fertilization	(1) @ 6 bags per acre	14 bags	\$812.00
0-0-22 Sul Po Mag	(1) @ 4 bags per acre	12 bags	\$790.00
Spot Spray Weed Control	1x Weekly		\$290.00
Spot Topdressing	1x Weekly		\$110.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

December

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Preventative Disease Control	1 Visit		\$833.00
Spot Boom Spray Weed Control	1 Visit		\$699.00
Spot Topdressing	1x Weekly		\$110.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

Village of North Palm Beach

Community Park- (1) Multi-Purpose Field 128,479 sq ft 2.9 acres

*Schedule subject to change due to
weather and soil testing

\$106,776.00

*Soil at this site contains heavy
amounts of salt and therefore
requires more soil ammendments

Village of North Palm Beach
Osborne Park- Ballfields (2) 101,776 sq ft 2.3 acres

January

Mow/Line Trim	1 x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Milorganite 6-3-0 Fertilization	(1) @ 10 bags per acre	23 bags	\$690.00
Core Aerification	1 Visit		\$870.00
Spot Spray Weeds	1x Weekly		\$265.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay	1x Weekly		\$375.00

February

Mow/Line Trim	1 x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Mole Cricket Prevention Application	1 Visit		\$962.00
21-0-0 Liquid Fertilizer	1 Visit		\$660.00
Pre-Emergent Herbicide	1 Visit		\$776.00
Boom Spray Weed Control	1 Visit		\$884.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay	1x Weekly		\$375.00

March

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
15-3-15 Fertilization	(1) @ 6 bags per acre	14 bags	\$948.00
Spot Spray Weed Control	1x Weekly		\$265.00
Soil Testing	1 Visit		\$175.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay	1x Weekly		\$375.00

April

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Verticut & Vacuum	1 Visit		\$2,343.00
Spot Topdressing	1x Weekly		\$90.00
0-0-22 Sul Po Mag	(1) 4 bags per acre	10 bags	\$725.00
Milorganite 6-3-0 Fertilization	(1) 10 bags per acre	23 bags	\$690.00
Boom Spray Weed Control	1 Visit		\$884.00
Drag Clay	1x Weekly		\$375.00

May

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Core Aerification	1 Visit		\$870.00
Spot Topdressing	1x Weekly		\$90.00
15-3-15 w/ Pendimethalin	(1) 7 bags per acre	16 bags	\$948.00

Village of North Palm Beach
Osborne Park- Ballfields (2) 101,776 sq ft 2.3 acres

Spot Spray Weed Control	1x Weekly		\$245.00
Drag Clay	1x Weekly		\$375.00

June

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Top Choice Insect Control	1 @ 87lbs per acre	5 bags	\$992.00
21-0-0 Ammonium Sulfate	1 @ 4 bags per acre	10 bags	\$681.00
Boom Spray Weed Control	1 Visit		\$884.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay	1x Weekly		\$375.00

July

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Core Aerification	1 Visit		\$870.00
15-3-15 Fertilization	(1) @ 6 bags per acre	14 bags	\$948.00
Sand Topdressing	1 Visit - 80/20 Mix	3 loads	\$4,515.00
Spot Spray Week Control	1x Weekly		\$230.00
Dray Clay	1x Weekly		\$375.00

August

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
21-0-0 Liquid Fertilizer	1 Visit		\$660.00
Boom Spray Weeds	1 Visit		\$884.00
Spot Boom Spray Weeds	1 Visit		\$610.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay	1x Weekly		\$375.00

September

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Core Aerification	1 Visit		\$870.00
15-0-15 Fertilization	(1) @ 6 bags per acre	14 bag	\$812.00
Bifentrin - Insect Control	1 Visit		\$587.00
Spot Spray Weed Control	1x Weekly		\$230.00
Spot Topdressing	1x Weekly		\$90.00
Soil Testing	1 Visit		\$175.00
Drag Clay	1x Weekly		\$375.00

October

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Mole Cricket Prevention Application	1 Visit		\$962.00

Village of North Palm Beach
Osborne Park- Ballfields (2) 101,776 sq ft 2.3 acres

Pre-Emergent Herbicide	1 Visit		\$776.00
Boom Spray Weed Control	1 Visit		\$884.00
Spot Boom Spray Weed Contrl	1x Weekly		\$610.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay			\$375.00

November

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Core Aerification	1 Visit		\$870.00
15-0-15 Fertilization	(1) @ 6 bags per acre	14 bags	\$812.00
0-0-22 Sul Po Mag	(1) @ 4 bags per acre	10 bags	\$725.00
Spot Spray Weed Control	1x Weekly		\$230.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay	1x Weekly		\$375.00

December

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Preventative Disease Control	1 Visit		\$747.00
Spot Boom Spray Weed Control	1 Visit		\$610.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay	1x Weekly		\$375.00

*Schedule subject to change due to weather and soil testing

\$75,744.00

Village of North Palm Beach
Anchorage Park- 1 Clay Infield 6,400 sq ft skinned

January		
Edge & Scuffle	1x Monthly	\$198.00
Spot Spray Weeds	1x Weekly	\$195.00
Drgy Clay	1x Weekly	\$365.00
February		
Edge & Scuffle	1x Monthly	\$198.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
March		
Edge & Scuffle	1x Monthly	\$198.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
April		
Edge & Scuffle	1x Monthly	\$400.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
May		
Edge & Scuffle	1x Monthly	\$400.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
June		
Edge & Scuffle	1x Monthly	\$400.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
July		
Edge & Scuffle	1x Monthly	\$400.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
August		
Edge & Scuffle	1x Monthly	\$400.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00

Village of North Palm Beach
Anchorage Park- 1 Clay Infield 6,400 sq ft skinned

September		
Edge & Scuffle	1x Monthly	\$400.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
October		
Edge & Scuffle	1x Monthly	\$198.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
November		
Edge & Scuffle	1x Monthly	\$198.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
December		
Edge & Scuffle	1x Monthly	\$198.00
Spot Spray Weeds	1x Weekly	\$195.00
DraygClay	1x Weekly	\$365.00
*Schedule subject to change due to weather and soil testing		\$10,308.00

Village of North Palm Beach
Veterans Park- Bermuda Maintenance 6,000 sq ft

January

Mow/Line Trim	1 x Weekly		\$916.00
Edge	1x Monthly		\$198.00
Milorganite 6-3-0 Fertilization	(1) @ 10 bags per acre	1 bags	\$210.00
Core Aerification	1 Visit		\$670.00
Spot Spray Weeds	1x Weekly		\$195.00
Irrigation Check	1x Monthly		\$180.00

February

Mow/Line Trim	1 x Weekly		\$916.00
Edge	1x Monthly		\$198.00
21-0-0 Ammonium Sulfate	1 Visit	1 bags	\$75.00
Pre-Emergent Herbicide	1 Visit		\$315.00
Boom Spray Weed Control	1 Visit		\$397.00
Irrigation Check	1x Monthly		\$180.00

March

Mow/Line Trim	1x Weekly		\$916.00
Edge	1x Monthly		\$198.00
15-3-15 Fertilization	(1) @ 6 bags per acre	1 bags	\$97.00
Spot Spray Weed Control	1x Weekly		\$195.00
Soil Testing	1 Visit		\$175.00
Irrigation Check	1x Monthly		\$180.00

April

Mow/Line Trim	2x Weekly		\$1,003.00
Edge	2x Monthly		\$401.00
Verticut & Vacuum	1 Visit		\$1,222.00
Spot Topdressing	1x Weekly		\$50.00
0-0-22 Sul Po Mag	(1) 6 bags per acre	.5 bags	\$110.00
Milorganite 6-3-0 Fertilization	(1) 10 bags per acre	29 bags	\$210.00
Boom Spray Weed Control	1 Visit		\$315.00
Irrigation Check	1x Monthly		\$180.00

May

Mow/Line Trim	2x Weekly		\$1,003.00
Edge	2x Monthly		\$401.00
Core Aerification	1 Visit		\$1,003.00
15-3-15 w/ Pendimethalin	(1) 7 bags per acre	1 bags	\$177.00
Spot Spray Weed Control	1x Weekly		\$195.00
Irrigation Check	1x Monthly		\$180.00

June

Mow/Line Trim	2x Weekly		\$1,003.00
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Village of North Palm Beach
Veterans Park- Bermuda Maintenance 6,000 sq ft

Edge	2x Monthly		\$401.00
Top Choice Insect Control	1 @ 87lbs per acre	1 bags	\$278.00
21-0-0 Ammonium Sulfate	1 @ 4 bags per acre	1 bags	\$75.00
Boom Spray Weed Control	1 Visit		\$397.00
Irrigation Check	1x Monthly		\$180.00

July

Mow/Line Trim	2x Weekly		\$1,003.00
Edge	2x Monthly		\$401.00
Core Aerification	1 Visit		\$670.00
15-3-15 Fertilization	(1) @ 6 bags per acre	1 bags	\$97.00
Sand Topdressing	1 Visit - 80/20 Mix	2 tons	\$1,047.00
Spot Spray Week Control	1x Weekly		\$195.00
Irrigation Check	1x Monthly		\$180.00

August

Mow/Line Trim	2x Weekly		\$1,003.00
Edge	2x Monthly		\$401.00
21-0-0 Ammonium Sulfate	1 @ 4 bags per acre	1 bags	\$75.00
Boom Spray Weeds	1 Visit		\$397.00
Spot Boom Spray Weeds	1 Visit		\$190.00
Irrigation Check	1x Monthly		\$180.00

September

Mow/Line Trim	2x Weekly		\$1,003.00
Edge	2x Monthly		\$401.00
Core Aerification	1 Visit		\$670.00
15-0-15 Fertilization	(1) @ 6 bags per acre	1 bag	\$128.00
Bifentrin - Insect Control	1 Visit		\$217.00
Spot Spray Weed Control	1x Weekly		\$195.00
Soil Testing	1 Visit		\$175.00
Irrigation Check	1x Monthly		\$180.00

October

Mow/Line Trim	1x Weekly		\$916.00
Edge	1x Monthly		\$198.00
Pre-Emergent Herbicide	1 Visit		\$315.00
Boom Spray Weed Control	1 Visit		\$397.00
Spot Boom Spray Weed Contrl	1x Weekly		\$190.00
Irrigation Check	1x Monthly		\$180.00

November

Mow/Line Trim	1x Weekly		\$916.00
Edge	1x Monthly		\$198.00

Village of North Palm Beach
Veterans Park- Bermuda Maintenance 6,000 sq ft

Core Aerification	1 Visit		\$670.00
15-0-15 Fertilization	(1) @ 6 bags per acre	1 bag	\$128.00
0-0-22 Sul Po Mag	(1) 6 bags per acre	.5 bags	\$110.00
Spot Spray Weed Control	1x Weekly		\$195.00
Irrigation Check	1x Monthly		\$180.00

December

Mow/Line Trim	1x Weekly		\$916.00
Edge	1x Monthly		\$198.00
Spot Boom Spray Weed Control	1 Visit		\$190.00
Irrigation Check	1x Monthly		\$180.00

*Schedule subject to change due to weather and soil testing

\$29,880.00

January		Community	Unit Cost	Acres or Hours	KATZ Cost Per Acre	KATZ Cost Per Hour
		Park (2.9 acres)				
Mow/Line Trim	1 x Weekly	\$3,240.00	\$1,117.24	4.5	\$5,027.59	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
Milorganite 6-3-0 Fertilization	(1) @ 10 bags per acre	\$820.00	\$282.76	4.5	\$1,272.41	
Core Aerification	1 Visit	\$1,003.00	\$345.86	4.5	\$1,556.38	
Spot Spray Weeds	1x Weekly	\$290.00	\$100.00	4.5	\$450.00	
Spot Topdressing	1x Weekly	\$110.00	\$0.00	4.5	\$0.00	
Preventative Nematicide	1 Visit	\$1,654.00	\$0.00	4.5	\$0.00	
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

February						
Mow/Line Trim	1 x Weekly	\$3,240.00	\$1,117.24	4.5	\$5,027.59	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
Mole Cricket Prevention Application	1 Visit	\$1,115.00	\$384.48	4.5	\$1,730.17	
21-0-0 Liquid Fertilizer	1 Visit	\$660.00	\$227.59	4.5	\$1,024.14	
Pre-Emergent Herbicide	1 Visit	\$1,168.00	\$402.76	4.5	\$1,812.41	
Boom Spray Weed Control	1 Visit	\$980.00	\$337.93	4.5	\$1,520.69	
Spot Topdressing	1x Weekly	\$110.00	\$0.00	4.5	\$0.00	
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

March						
Mow/Line Trim	1x Weekly	\$3,240.00	\$1,117.24	4.5	\$5,027.59	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
15-3-15 Fertilization	(1) @ 6 bags per acre	\$1,047.00	\$361.03	4.5	\$1,624.66	
Spot Spray Weed Control	1x Weekly	\$290.00	\$100.00	4.5	\$450.00	
Soil Testing	1 Visit	\$175.00	\$175.00	1		\$175.00
Spot Topdressing	1x Weekly	\$110.00	\$37.93	4.5	\$170.69	
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

Village of North Palm Beach
Community Park- Multi-Purpose Field

Conversion to
 Royal Palm Beach Katz Soccer Complex

April		Community	Unit Cost	Acres or Hours	KATZ Cost Per Acre	KATZ Cost Per Hour
		Park (2.9 acres)				
Mow/Line Trim	1x Weekly	\$3,240.00	\$1,117.24	4.5	\$5,027.59	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
Verticut & Vacuum	1 Visit	\$3,012.00	\$1,038.62	4.5	\$4,673.79	
0-0-22 Sul Po Mag	(1) 4 bags per acre	\$790.00	\$272.41	4.5	\$1,225.86	
Milorganite 6-3-0 Fertilization	(1) 10 bags per acre	\$820.00	\$282.76	4.5	\$1,272.41	
Humic Acid Ammendment	1 Visit	\$840.00	\$0.00	4.5	\$0.00	
Boom Spray Weed Control	1 Visit	\$980.00	\$337.93	4.5	\$1,520.69	
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

May						
Mow/Line Trim	1x Weekly	\$3,240.00	\$1,117.24	4.5	\$5,027.59	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
Spot Topdressing	1x Weekly	\$110.00	\$0.00	4.5	\$0.00	
15-3-15 w/ Pendimethalin	(1) 7 bags per acre	\$1,132.00	\$390.34	4.5	\$1,756.55	
Spot Spray Weed Control	1x Weekly	\$290.00	\$100.00	4.5	\$450.00	
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

June						
Mow/Line Trim	1x Weekly	\$3,240.00	\$1,117.24	4.5	\$5,027.59	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
Top Choice Insect Control	1 @ 87lbs per acre	\$1,091.00	\$376.21	4.5	\$1,692.93	
21-0-0 Ammonium Sulfate	1 @ 4 bags per acre	\$681.00	\$234.83	4.5	\$1,056.72	
Boom Spray Weed Control	1 Visit	\$980.00	\$337.93	4.5	\$1,520.69	
Spot Topdressing	1x Weekly	\$110.00	\$0.00	4.5	\$0.00	
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

Village of North Palm Beach
Community Park- Multi-Purpose Field

Conversion to
 Royal Palm Beach Katz Soccer Complex

July		Community	Unit Cost	Acres or	KATZ Cost	KATZ Cost
		Park (2.9 acres)				
Mow/Line Trim	1x Weekly	\$3,240.00	\$1,117.24	4.5	\$5,027.59	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
Core Aerification	1 Visit	\$1,003.00	\$345.86	4.5	\$1,556.38	
15-3-15 Fertilization	(1) @ 6 bags per acre	\$1,047.00	\$361.03	4.5	\$1,624.66	
Sand Topdressing	1 Visit - 80/20 Mix	\$6,032.00	\$2,080.00	4.5	\$9,360.00	
Spot Spray Weed Control	1x Weekly	\$230.00	\$79.31	4.5	\$356.90	
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

August						
Mow/Line Trim	1x Weekly	\$3,240.00	\$1,117.24	4.5	\$5,027.59	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
21-0-0 Liquid Fertilizer	1 Visit	\$660.00	\$227.59	4.5	\$1,024.14	
Boom Spray Weeds	1 Visit	\$884.00	\$304.83	4.5	\$1,371.72	
Spot Boom Spray Weeds	1 Visit	\$699.00	\$241.03	4.5	\$1,084.66	
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

September						
Mow/Line Trim	1x Weekly	\$3,240.00	\$1,117.24	4.5	\$5,027.59	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
Core Aerification	1 Visit	\$1,003.00	\$345.86	4.5	\$1,556.38	
15-0-15 Fertilization	(1) @ 6 bags per acre	\$812.00	\$280.00	4.5	\$1,260.00	
Bifentrin - Insect Control	1 Visit	\$640.00	\$220.69	4.5	\$993.10	
Spot Spray Weed Control	1x Weekly	\$290.00	\$100.00	4.5	\$450.00	
Spot Topdressing	1x Weekly	\$110.00	\$0.00	4.5	\$0.00	
Soil Testing	1 Visit	\$175.00	\$175.00	1		\$175.00
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

Village of North Palm Beach
Community Park- Multi-Purpose Field

Conversion to
 Royal Palm Beach Katz Soccer Complex

October		Community		Acres or	KATZ Cost	KATZ Cost
		Park (2.9 acres)	Unit Cost	Hours	Per Acre	Per Hour
Mow/Line Trim	1x Weekly	\$3,240.00	\$1,117.24	4.5	\$5,027.59	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
Mole Cricket Prevention Application	1 Visit	\$1,115.00	\$384.48	4.5	\$1,730.17	
Pre-Emergent Herbicide	1 Visit	\$1,168.00	\$402.76	4.5	\$1,812.41	
Boom Spray Weed Control	1 Visit	\$980.00	\$337.93	4.5	\$1,520.69	
Spot Boom Spray Weed Contrl	1x Weekly	\$699.00	\$241.03	4.5	\$1,084.66	
Spot Topdressing	1x Weekly	\$110.00	\$0.00	4.5	\$0.00	
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

November						
Mow/Line Trim	1x Weekly	\$3,240.00	\$1,117.24	4.5	\$5,027.59	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
Core Aerification	1 Visit	\$1,003.00	\$345.86	4.5	\$1,556.38	
15-0-15 Fertilization	(1) @ 6 bags per acre	\$812.00	\$280.00	4.5	\$1,260.00	
0-0-22 Sul Po Mag	(1) @ 4 bags per acre	\$790.00	\$272.41	4.5	\$1,225.86	
Spot Spray Weed Control	1x Weekly	\$290.00	\$100.00	4.5	\$450.00	
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

December						
Mow/Line Trim	1x Weekly	\$3,240.00	\$1,117.24	4.5	\$5,027.59	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
Preventative Disease Control	1 Visit	\$833.00	\$0.00	4.5	\$0.00	
Spot Boom Spray Weed Control	1 Visit	\$699.00	\$241.03	4.5	\$1,084.66	
Spot Topdressing	1x Weekly	\$110.00	\$37.93	4.5	\$170.69	
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

Community 2.9 acres to Katz Soccer 4.5 acres

Subtotals

					\$119,645.69	\$12,857.00
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Grand Total

\$132,502.69

09/10/2024

Village of North Palm Beach
Community Park- Multi-Purpose Field

Conversion to
Royal Palm Beach Katz Soccer Complex

09/10/2024

Village of North Palm Beach
Community Park- Multi-Purpose Field

Conversion to
Royal Palm Beach Katz Soccer Complex



HAVERLANDAG

INNOVATIONS

Haverland AG Innovations, Inc.
10670 Heritage Farms Road
Lake Worth, FL 33449
PH: 561-369-7994 Fax: 561-364-1118
keely@haveag.com

DATE: 09/11/2024

PROPOSAL #: 2024-1292

**JOB TITLE: Athletic Field Maintenance Services-
Katz Soccer Complex – 12-month program Soccer Fields-(4 fields)**

SERVICES PERFORMED FOR – Village of Royal Palm Beach

- Village of Royal Palm Beach
- 100 Sweet Bay Lane
- Royal Palm Beach, Fl.33411
- Phone: 561-790-5198

SCOPE OF WORK

We intend to provide the following services as we understand the plans & intent- no formal bid documents or plans were available

Athletic Field Turf Maintenance Services: Furnish Bermuda Maintenance Services related services for a 12-month period for (4) Soccer Fields as outlined in Exhibit A Schedule 2024.

Summary of schedule:

- Soil testing & laboratory recommendations (1) for the Field - (1) Fertility test total
- Project management- a turfgrass professional will visit the site twice monthly to access current conditions, coordinate services with RPB, make adjustment to program & schedule
- Bermuda Reel Mowing – 52 Weekly Visits – Mowing and line trimming
- Edging – 12 Monthly Visits – String line edging
- Irrigation – 12 Monthly Irrigation Check. Adjustments to heads, flagging of heads and seasonal clock adjustments are included.
- Sand Topdressing – 2 Times per year. Labor and equipment only. Materials provided by Village.
- Spot Topdressing as needed
- Verticut & Vacuum – 1 Time per year to detach fields. Leave clipping on site. Haul away additional charge
- Fertilizer - included are (2) foliar fertilizer apps during high stress periods
- Fertilizer Granular- (8) applications- includes 6 fertilizer apps. (1) Sul-po- mag & 1- sulfate of potash
- Noxious weed control- Apply Herbicides to control the weeds (12) applications (combination of (5) full field & (7) spot treatments as needed)
- Insect Pest control- (4) applications (included are 2 spray apps, 1 granular app & one Top Choice app)
- Aerifications- Core, Sports Tine or slicer as determined in the field- (4) applications

Total for Athletic Field Turf Maintenance Services \$132,502.69

BILLING & PAYMENT:

Maintenance program items to be invoiced \$11,041.89 monthly. Invoice will be sent at the end of each month. Payments are due 30 days from invoice date.

**Estimated Lump Sum Price Per All Items Above
\$132,502.69**

**This is a lump sum bid. Signed agreement & purchase order
required for delivery & scheduling.**

Quote good for 30 days.

All payments due 30 days from date of invoice.

CONDITIONS/EXCEPTIONS PRICE DOES NOT INCLUDE:

- a) Nematode testing, treatments or tissue testing of turf
 - b) Disease, tissue testing or products
 - c) Topographic Survey
 - d) Off-site hauling away-
 - e) Material or Percolation testing.
 - f) Fumigation or soil sterilization.
 - g) Structural, electrical, plumbing, storm drainage, or utility work
 - h) Turf repairs: Sod or sprigs except as specified
 - i) Engineering, plans, permits, or survey
 - j) Sod repairs
 - k) Irrigation- repairs, additions, main line, valves etc. are not included but the work can be performed per written approval
 - l) Topdressing sand
 - m) Clay conditioners
 - n) Soil amendments
 - o) Athletic field equipment or base, pitcher's rubbers, etc.
 - p) Please Note that this proposal is for maintenance to the field, not for renovation of the field.
- The success of the project requires coordination between Haverland Staff & Royal Palm Beach Staff. The owner must provide down time to rest the fields & time for us to service the fields. It will be owner's responsibility to keep people off the fields during & after our services are performed until it is such time to allow for safe re-entry of the public. Haverland Ag Innovations will not be held responsible for traffic control or unsafe re-entry by the public.

Signature: _____

Date: _____

Print Name & Title: _____

PO Number: _____

		Community Park (2.9 acres)		Acres or Hours	S.P.P. Cost Per Acre	S.P.P. Cost Per Hour
			Unit Cost			
October						
Mow/Line Trim	1x Weekly	\$3,240.00	\$1,117.24	5.1	\$5,697.93	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
Mole Cricket Prevention Application	1 Visit	\$1,115.00	\$384.48	5.1	\$1,960.86	
Pre-Emergent Herbicide	1 Visit	\$1,168.00	\$402.76	5.1	\$2,054.07	
Boom Spray Weed Control	1 Visit	\$980.00	\$337.93	5.1	\$1,723.45	
Spot Boom Spray Weed Contrl	1x Weekly	\$699.00	\$241.03	5.1	\$1,229.28	
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

November						
Mow/Line Trim	1x Weekly	\$3,240.00	\$1,117.24	5.1	\$5,697.93	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
Core Aerification	1 Visit	\$1,003.00	\$345.86	5.1	\$1,763.90	
15-0-15 Fertilization	(1) @ 6 bags per acre	\$812.00	\$280.00	5.1	\$1,428.00	
0-0-22 Sul Po Mag	(1) @ 4 bags per acre	\$790.00	\$272.41	5.1	\$1,389.31	
Spot Spray Weed Control	1x Weekly	\$290.00	\$100.00	5.1	\$510.00	
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

December						
Mow/Line Trim	1x Weekly	\$3,240.00	\$1,117.24	5.1	\$5,697.93	
Edge	1x Monthly	\$465.00	\$232.50	2.5		\$581.25
Core Aerification	1 Visit	\$1,003.00	\$345.86	5.1	\$1,763.90	
Spot Boom Spray Weed Control	1 Visit	\$699.00	\$241.03	5.1	\$1,229.28	
Irrigation Check	1x Monthly	\$461.00	\$461.00	1		\$461.00

Community 2.9 acres to Seminole 5.1 acres

Subtotals					\$32,145.83	\$3,126.75
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Grand Total						\$35,272.58
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HVERLANDAG
I N N O V A T I O N S

Haverland AG Innovations, Inc.
10670 Heritage Farms Road
Lake Worth, FL 33449
PH: 561-369-7994 Fax: 561-364-1118
keely@haveag.com

DATE: 09/11/2024

PROPOSAL #: 2024-1293

**JOB TITLE: Athletic Field Turf Maintenance Services-
Seminole Palms Park – -3 month program**

SERVICES PERFORMED FOR – Village of Royal Palm Beach

- Village of Royal Palm Beach
- 100 Sweet Bay Lane
- Royal Palm Beach, FL.33411
- Phone: 561-790-5198

SCOPE OF WORK

We intend to provide the following services as we understand the plans & intent- no formal bid documents or plans were available

Athletic Field Turf Maintenance Services: Furnish Bermuda Maintenance Services related services for a 3-month period as outlined in Exhibit A Schedule 2024.

Summary of schedule:

- Project management- a turfgrass professional will visit the site twice monthly to access current conditions, coordinate services with RPB, make adjustment to program & schedule
- Bermuda Reel Mowing – 14 Weekly Visits – Mowing and line trimming
- Edging – 3 Monthly Visits – String line edging
- Irrigation – 3 Monthly Irrigation Check. Adjustments to heads, flagging of heads and seasonal clock adjustments are included.
- Fertilizer - included are (2) foliar fertilizer apps during high stress periods
- Fertilizer Granular- (2) applications
- Noxious weed control- Apply Herbicides to control the weeds (6) applications
- Pest & Disease control- (2) applications (included are 2 spray apps total)
- Aerifications- Core, Sports Tine or slicer as determined in the field- (1) applications

Total for Athletic Field Turf Maintenance Services \$35,272.58

BILLING & PAYMENT:

Maintenance program items to be invoiced \$11,757.52 monthly. Invoice will be sent at the end of each month. Payments are due 30 days from invoice date.

Estimated Lump Sum Price Per All Items Above
\$35,272.58

**This is a lump sum bid. Signed agreement & purchase order
required for delivery & scheduling.**

Quote good for 30 days.

All payments due 30 days from date of invoice.

CONDITIONS/EXCEPTIONS PRICE DOES NOT INCLUDE:

- a) Nematode testing, treatments or tissue testing of turf
 - b) Disease, tissue testing or products
 - c) Topographic Survey
 - d) Off-site hauling away-
 - e) Material or Percolation testing.
 - f) Fumigation or soil sterilization.
 - g) Structural, electrical, plumbing, storm drainage, or utility work
 - h) Turf repairs: Sod or sprigs except as specified
 - i) Engineering, plans, permits, or survey
 - j) Sod repairs
 - k) Irrigation- repairs, additions, main line, valves etc. are not included but the work can be performed per written approval
 - l) Topdressing sand
 - m) Clay conditioners
 - n) Soil amendments
 - o) Athletic field equipment or base, pitcher's rubbers, etc.
 - p) Please Note that this proposal is for maintenance to the field, not for renovation of the field.
- The success of the project requires coordination between Haverland Staff & Royal Palm Beach Staff. The owner must provide down time to rest the fields & time for us to service the fields. It will be owner's responsibility to keep people off the fields during & after our services are performed until it is such time to allow for safe re-entry of the public. Haverland Ag Innovations will not be held responsible for traffic control or unsafe re-entry by the public.

Signature: _____

Date: _____

Print Name & Title: _____

PO Number: _____