



**Community Redevelopment Agency Board Meeting  
Tuesday, March 13, 2018 - 4:00 PM  
Program Room at Boynton Beach City Library located at 208 S. Seacrest Boulevard  
561-737-3256**

**CRA Special Meeting**

**AGENDA**

- 1. Call to Order**
- 2. Invocation**
- 3. Roll Call**
- 4. Agenda Approval**
- 5. Old Business**
  - A. Project Review and Action on the Phase II Agreement for Development of the Town Square Project**
- 6. Adjournment**

**NOTICE**

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CRA BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (F.S. 286.0105)

THE CRA SHALL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES WHERE NECESSARY TO AFFORD AN INDIVIDUAL WITH A DISABILITY AN EQUAL OPPORTUNITY TO PARTICIPATE IN AND ENJOY THE BENEFITS OF A SERVICE, PROGRAM, OR ACTIVITY CONDUCTED BY THE CRA. PLEASE CONTACT THE CRA, (561) 737-3256, AT LEAST 48 HOURS PRIOR TO THE PROGRAM OR ACTIVITY IN ORDER FOR THE CRA TO REASONABLY ACCOMMODATE YOUR REQUEST.

ADDITIONAL AGENDA ITEMS MAY BE ADDED SUBSEQUENT TO THE PUBLICATION OF THE AGENDA ON THE CRA'S WEB SITE. INFORMATION REGARDING ITEMS ADDED TO THE AGENDA AFTER IT IS PUBLISHED ON THE CRA'S WEB SITE CAN BE OBTAINED FROM THE CRA OFFICE.



## **CRA BOARD MEETING OF: March 13, 2018**

### **OLD BUSINESS**

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#### **AGENDA ITEM: 5.A.**

##### **SUBJECT:**

Project Review and Action on the Phase II Agreement for Development of the Town Square Project

##### **SUMMARY:**

As identified in the 2016 Boynton Beach Community Redevelopment Plan, the Town Square P3 Mixed Use Project is an important catalyst to the redevelopment of both the Cultural and Boynton Beach Boulevard Districts. Providing CRA funding to assist in the completion of such a large scale and significant project has been long supported by the plan and the Board.

The City Commission approved the Town Square Project Phase I Services Agreement with the development team of E2L, LLC at their June 12, 2017 meeting (see Attachment I). The Phase I Services Agreement includes the development of an overall project site design, building designs for the new City Hall & Library, amphitheater area, and private sector redevelopment sites. The Phase I Agreement also includes the renovation of the historic High School being managed by Straticon, Inc.

At their June 12, 2017 Special Meeting, the CRA Board approved an Interlocal Agreement (ILA) with the City of Boynton Beach to provide funding in the amount of \$2,100,000 from their Fiscal Year 2016-2017 budget (see Attachment II). Under the current CRA approved budget for Fiscal Year 2017- 2018, with \$1,500,000 used for the initial renovation phase of the High School and the balance of the funding reserved Phase II of the Town Square project.

At the CRA Board's Special Meeting held on December 5, 2017, the Board approved the First Addendum to the ILA to provide funding in the amount of \$2,500,000 as part of the 2017-2018 Fiscal Year Budget to continue the renovation of the High School building as well as other eligible construction costs related to the Town Square project (Attachment III).

Phase 1 Services as provided in the Town Square Agreement have been completed and all terms and conditions satisfied by the City of Boynton Beach and E2L, LLC. The City of Boynton Beach and the CRA must mutually approve going forward with Phase 2 of the Town Square Project as designed and financially structured (see Attachment IV). The CRA will be committing tax increment revenue funding annually for a time period intended to end in September 2044. The CRA's annual funding amount under the Phase 2 ILA will not exceed \$3,700,000 and will be used for statutorily eligible expenses as identified in the Town Square Master Redevelopment

Plan (see Attachment V).

**FISCAL IMPACT:**

Annual allocations of tax increment revenue not to exceed \$3,700,000 as approved by the CRA Board each Fiscal Year.

**CRA PLAN/PROJECT/PROGRAM:**

2016 Boynton Beach Community Redevelopment Plan, Cultural District and Boynton Beach Boulevard District

**CRAAB RECOMMENDATION:**

Recommended approval.

**CRA BOARD OPTIONS:**

1. Approve the Interlocal Agreement with the City of Boynton Beach to provide funding for services under the Town Square Project Phase 2 Service Agreement.
  2. Do not approve the Interlocal Agreement with the City of Boynton Beach to provide funding for services under the Town Square Project Phase 2 Service Agreement.
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**ATTACHMENTS:**

**Description**

- ▣ **Attachment I - Executed E2L Agreement**
- ▣ **Attachment II - Executed ILA**
- ▣ **Attachment III - First Addendum and Change Order**
- ▣ **Attachment IV - Town Square Phase 2 Presentation**
- ▣ **Attachment V - ILA for Phase 2 Funding**

RESOLUTION NO. R17-059

**A RESOLUTION OF THE CITY OF BOYNTON BEACH,  
FLORIDA, APPROVING THE PHASE 1 SERVICES  
AGREEMENT WITH E2L REAL ESTATE SOLUTIONS,  
LLC FOR THE DEVELOPMENT OF THE TOWN  
SQUARE PROPERTY; AUTHORIZING THE MAYOR  
TO SIGN THE AGREEMENT; AND PROVIDING FOR  
AN EFFECTIVE DATE.**

**WHEREAS**, the City of Boynton Beach (the “City”) issued Request for Qualifications for the City of Boynton Beach Town Square Redevelopment RFQ No. 004-1210-17/JMA (the “RFQ”) for the planning, developing, financing, and completing of certain public improvements and private improvements for redevelopment of an approximately 16 acre site described as the Boynton Beach Town Square Project (the “Project”); and

**WHEREAS**, E2L Real Estate Solutions, LLC, a Florida limited liability company, (the “Company”) submitted a response to the RFQ on March 9, 2017, and was selected as the successful proposer; and

**WHEREAS**, the Company, pursuant to the Phase 1 Services Agreement, which is attached hereto as Exhibit “A”, (the “Agreement”) shall provide the specific Phase 1 Services as identified in the Agreement with respect to the planning, developing, financing, and completing of the Project; and

**WHEREAS**, the public improvements components to be developed pursuant to the Agreement include the following: a new City Hall, a new Police Station, a new Fire Station #1, a new public parking ramp, public park and open space improvements, and infrastructure improvements throughout the Project (together, the “Municipal Improvements”); and

**WHEREAS**, the RFQ included a request to provide renovations and improvements to a historic High School Building located on East Ocean Avenue east of Seacrest Boulevard in the City (the “High School Improvements”); and



30           **WHEREAS**, the RFQ included a request to provide other privately owned commercial  
31 and residential developments to be constructed on land in the Project currently owned or  
32 controlled by the City (the "Private Improvements"); and

33           **WHEREAS**, as part of the Agreement, the City Commission agrees, by separate  
34 resolution, to budget and appropriate as a separate budgetary line item, funds sufficient to pay  
35 the Company for the Phase 1 Services, which include the development of plans for the  
36 Municipal Improvements, High School Improvements, Private Improvements, as well as  
37 stabilization of the High School, as provided in the Agreement; and

38           **WHEREAS**, City Staff has reviewed the Company's response and the Agreement, and  
39 recommends that the Commission approve the service agreement.

40           **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF**  
41 **THE CITY OF BOYNTON BEACH, FLORIDA, THAT:**

42           Section 1.     The foregoing "WHEREAS" clauses are true and correct and hereby  
43 ratified and confirmed by the City Commission.

44           Section 2.     The City Commission hereby approves the Town Square  
45 Redevelopment Phase 1 Services Agreement with E2L Real Estate Solutions, LLC (the  
46 "Agreement").

47           Section 3.     The Mayor is authorized to sign the Agreement with E2L Real Estate  
48 Solutions, LLC, following final review and approval by the City Attorney, and to take any and  
49 all actions necessary to implement the Agreement, a copy of which is attached hereto as Exhibit  
50 "A".

51           Section 4.     That this Resolution will become effective immediately upon passage.  
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PASSED AND ADOPTED this 12<sup>th</sup> day of JUNE, 2017.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	<u>✓</u>	<u>      </u>
Vice Mayor – Justin Katz	<u>✓</u>	<u>      </u>
Commissioner – Mack McCray	<u>✓</u>	<u>      </u>
Commissioner – Christina L. Romelus	<u>✓</u>	<u>      </u>
Commissioner – Joe Casello	<u>✓</u>	<u>      </u>

VOTE 50

ATTEST:

*Judith A. Pyle*  
Judith A. Pyle, CMC  
City Clerk

(Corporate Seal)



**TOWN SQUARE REDEVELOPMENT  
PHASE 1 SERVICES AGREEMENT**

**By and Between**

**CITY OF BOYNTON BEACH, FLORIDA**

**and**

**E2L REAL ESTATE SOLUTIONS, LLC ("COMPANY")**

**Dated: 6/21/, 2017**

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## AGREEMENT

**THIS AGREEMENT**, made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Boynton Beach, Florida (hereinafter referred to as the **"City"**), and having its principal office at 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33425-0310, and E2L Real Estate Solutions, LLC (**"Company"**) a Florida Limited Liability Company and its **"Development Team"** described below and.

### WITNESSETH:

**WHEREAS**, the City is a body politic and corporate under the laws of the State of Florida; and

**WHEREAS**, the Company is a Florida limited liability company and lead of a development team formed to undertake, in partnership with the City, public improvements and private improvements to redevelop an approximately 16 acre site described as the Boynton Beach Town Square Project, along with a 3 +/- acre police station site and a 1 +/- acre fire station site (collectively, the **"Project"**); and

**WHEREAS**, the City has undertaken the process for a Request for Qualifications to find a development partner to assist the City in planning, developing, financing, and completing the Project consisting of the following:

- (a) a new City Hall
- (b) Library improvements,
- (b) a new Police Station,
- (c) a new Fire Station #1,
- (d) a new public parking garage,
- (e) public park and open space improvements, and
- (e) infrastructure improvements throughout the Project

(together, as further described below, the **"Municipal Improvements,"** and individually each constituting a **"Component"** of the Municipal Improvements); and

**WHEREAS**, the Request For Qualifications included a request to provide renovations and improvements to a historic High School Building located on East Ocean Avenue east of Seacrest Boulevard in the City (the **"High School Improvements"**); and

**WHEREAS**, the Request For Qualifications included a request to provide other privately owned commercial and residential developments to be constructed on land in the Project currently owned or controlled by the City (the **"Private Improvements"**); and

**WHEREAS**, the Company participated as the lead member of a team that provided a Response, dated March 9, 2017 (the "**Response**") to the City's Request for Qualifications, consisting of:

- Company as master development manager;
- CFP Boynton Beach Town Square, LLC, a Florida limited liability company, as developer of and obligor for the financing for the Municipal Improvements, (hereinafter referred to as the "**CFP**"), whose sole member is Community Facility Partners, a Minnesota nonprofit corporation and a qualified tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, having its principal office at 18336 Minnetonka Boulevard, Suite C, Deephaven, Minnesota 55391;
- ADG Architects ("**ADG**") as Company's architects and designers of the Police Station Component and the Fire Station Component;
- HJ High Construction ("**HJ High**") as Company's contractor for the Police Station Component and the Fire Station Component;
- REG Architects ("**REG**") as the Company's architect and designer of the High School Component;
- Straticon, Inc. ("**Straticon**") as the contractor for the High School Component and developer/owner of the senior living flats portion of the Private Improvements;
- Baker Barrios Architects ("**Baker**") as architects and designers of the City Hall, Library and Park Public Improvements;
- Haskell Construction ("**Haskell**") as the contractor for the City Hall, Library, Infrastructure and Park Public Improvements;
- Kimley Horn Engineers ("**Kimley Horn**") as civil engineers for the Infrastructure Public Improvements;
- JKM Developers/Blackrock ("**JKM**") as the developer/owner of the senior assisted living facility and the multifamily rental housing facility portions of the Private Improvements;
- certain other professional service providers and consultants, (all of the foregoing collectively referred to as the "**Development Team**"), all as more fully described in the Response; and,

**WHEREAS**, the Company provided a written and oral presentation in connection with the Response, which generally described the proposed locations and certain details of the Municipal Improvements, the High School Improvements and the Private Improvements, including a Preliminary Site Plan which is attached hereto as **Exhibit "A"**; and

**WHEREAS**, the City Commission on April 18, 2017 ranked Company as the top ranked Proposer and authorized and directed the City's staff, attorneys and other consultants to negotiate the necessary agreements for the development of the Project; and

**WHEREAS**, subject to the completion of the Phase I Services pursuant to this Agreement, the City and the Company may enter into further agreements including, but not limited to, a Master Project Management Agreement (the "**Master Agreement**") to provide the terms under which the Company will perform additional services, and serve as master project manager for the development of the Project in accordance with the Response, subject to amendment based upon the City and Company's mutual agreement; and

**WHEREAS**, the City has requested the assistance of the Company, along with the Development Team, to provide turn-key professional services (the "**Services**") associated with the design, engineering, planning, construction, equipping and financing of the Municipal Improvements, and the City desires to enter into this Agreement with the Company to provide or cause others to provide such professional services for the development of the Municipal Improvements (the "**Development**"); and

**WHEREAS**, the City and the Company have agreed to proceed under the terms of this Agreement to define and to provide specified professional services required to be furnished by the Development Team with respect to the general design and plans and specifications of and to obtain Guaranteed Maximum Price Construction Contracts for the Municipal Improvements and to provide other professional service providers acceptable to the City with respect to the legal and financing structure, the sources of funding for, and the financial feasibility of the Development; and

**WHEREAS**, the City is authorized to enter into this Agreement to provide for certain services described herein required for the development, financing and construction of the Municipal Improvements; and

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

## **ARTICLE I SCOPE OF SERVICES**

**Section 1.1. Services Rendered by Company.** Company agrees to perform (or, to the extent the services are to be provided by the Development Team to cause the appropriate member of the Development Team to perform) the Services set forth in Article III of this Agreement ("**Phase 1 Services**"). Company shall cooperate with the City and any other attorneys, consultants or contractors providing services to the City as needed in the performance of such Services. The Company may replace a current member of the Development Team with another professional service provider and/or consultant as determined in Company's sole discretion; provided, however, Company may not do so without the prior approval of City. City will not contract with or engage any member of the Development Team for any professional services related to or in connection with Phase 1 of the Project without the prior approval of Company.



**Section 1.2. Standard of Care.** Company hereby represents and warrants that each person providing Phase 1 Services, including the Company and each member of the Development Team, has the requisite skills and expertise necessary to perform the Phase 1 Services. Accordingly, Company and each such person shall be obligated to perform the Services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which such person is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances. If any member of the Development Team fails to perform to the City's reasonable expectations during the term of this Agreement, the City shall have the right to request that the Company replace that Development Team with another Development Team member having equal or better requisite skills and expertise than the member being replaced, and the Company shall comply with the City's request.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. Representations and Warranties of the City.** The City represents and warrants that:

- A. the City has the legal authority to enter into this Agreement; and
- B. the City's Mayor has been authorized by the City Commission to execute this Agreement.

**Section 2.2. Representations and Warranties of the Company.** The Company represents and warrants that:

- A. the Company, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement and, as such, this Agreement is legally binding upon and enforceable against Company in accordance with its terms;
- B. the Company is not under any obligation to any other party that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of any obligations hereunder;
- C. the Company and each person selected by the Company to perform the Phase 1 Services in connection with the Development has the requisite expertise, qualifications, staff, materials and equipment in place and available to enable it to fully perform the Phase 1 Services and Company and such third persons, along with their respective employees, as required, and all sub-contractors, if any and as required, possess all necessary permits, licenses, consents, registrations and/or certifications required under federal, state and/or local law to perform the Phase 1 Services; and
- D. the Company has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition.

**Section 2.3. Reliance on Representations, Warranties and Covenants.** All representations, warranties, covenants and agreements made in this Agreement are intended to be material and shall be conclusively deemed to have been relied upon by the receiving party.

### **ARTICLE III SCOPE OF PHASE 1 SERVICES**

**Section 3.1. General.** Company agrees to provide the Phase 1 Services as contained in this Agreement.

**Section 3.2. Phased Development Services.** The Phase 1 Services to be performed hereunder will be rendered and paid for as provided herein. The execution of this Agreement constitutes the City's authorization for the Company to perform the Phase 1 Services. The Company is not authorized to proceed with any additional services or work unless and until it receives a written notice to proceed from the City.

A. Phase 1 Services. The Phase 1 Services are sometimes referred to as the Pre-Development Services, and generally consist of Services required to be performed prior to the preparation of final plans and specifications for construction of the Municipal Improvements. Phase 1 Services consist of:

- (i) confirming the programmatic scope of each Component of the Municipal Improvements,
- (ii) preparation, for the approval of the City, of one or more comprehensive Guaranteed Maximum Fixed Price Construction Contracts to provide the cost to design, construct and equip each Component of the Municipal Improvements to full completion and ready for occupancy by the persons occupying space in such Component of the Municipal Improvements, including a budget of the expense of the Services required to be performed in connection with the Development. The parties approve of and agree that the Company will engage the Development Team to assist in performing Phase 1 Services.
- (iii) have Company and Company's Contractors will be utilizing specialty contractors to generate design and pricing documents in support of the GMP's for each respective scope of work to be included in subsequent phases.

B. Preliminary Planning and Programming of Phase 1 Services. As a part of the Phase 1 Services, Company agrees to hold workshop sessions with the representatives of the City not less frequently than the times set forth in the Pre-Development Schedule attached hereto as **Exhibit "B"**. The Pre-Development Schedule also sets forth the target dates for the other Phase 1 Services. The City agrees to meet with the Company (or, at the Company's direction, the respective members of the Development Team) and to cooperate and assist in the planning and programming of the Development. As part of the Preliminary Planning and Programming Services, the Company shall coordinate or assist with the following:

- (i) Completion of the decision matrix of the proposed building locations.
- (ii) Decide on ability to combine the City Hall with the Library on the same site.
- (iii) Public relations and community outreach associated with the Project;
- (iv) Developing a local hiring and job creation program;
- (v) High School Stabilization Services, which shall include, but not be limited to the following: preparation of a budget estimate for stabilization of the existing building, weatherization of existing building, clean up of existing building, and design fees for improvements to existing building all of which shall be performed by Straticon and paid by City.
- (vi) Public workshops on Architectural Theme, Open Space Development, and Playground Development, as defined herein, not more frequently than the times set forth in the Pre-Development Schedule attached hereto as **Exhibit "B"**. The above-referenced terms as defined as follows:
  - a. Architectural Theme – The style of the buildings to be constructed.
  - b. Open Space Development – The proposed landscape and hardscape design for the common open space for the project.
  - c. Playground Development – The design, appearance, and feel of any proposed playground area.

C. The final determination of space requirements for each Component of the Municipal Improvements and the actual planning and programming of the Development will be contingent on the amount of funding available to be applied to the total costs of the Development and the approval of CFP, the Underwriter, and the Issuer for the issuance of revenue Bonds to support the amount of funds required for the Development.

D. Preliminary Documents. Following the completion of Preliminary Planning and Programming Services in Section B above, Company will prepare in accordance with the Pre-Development Schedules the documents listed below (the "**Preliminary Development Documents**"). The Preliminary Development Documents shall include:

- (i) preliminary design proposals (drawings and data resulting from the Workshops illustrating building massing on the site and general locations of types of spaces on each floor) to a level of 30% of final drawings and specifications; and up to 75% design drawings and specifications for infrastructure as deemed appropriate to identify and price the respective work for the GMP estimates to be provided for City approval.
- (ii) preparation of design proposals (drawings and data resulting from the Workshops illustrating building massing on the site and general locations

of types of spaces on each floor) to a level that allows for the determination of a Guaranteed Maximum Price without contingencies for unknown issues, unless Company and City agree that the scope is not identifiable at time of Phase 1 Services completion schedule. Typically this would require drawings completed to 30%, but each Component of the Project may require different percentage of completed drawings to establish the Guaranteed Maximum Price without contingencies for unknown issues for that specific Component;

(iii) Guaranteed Maximum Price Construction Contracts, DBIA Forms, where possible, for each Component of the Municipal Improvements; and

(iv) preliminary project schedule. Throughout the development of the Preliminary Development Documents, the Company shall insure that the following items are addressed:

a. Coordination of utility requirements and planning with the City Public Services Department, Florida Power & Light, and the South Florida Water Management District, including the preparation of any and all permit applications needed for development;

b. Provide the necessary documentation required by the City to submit to Planning and Zoning Board Master Site Plan and Site Plans for the Police Station and Fire Station #1 locations.

c. Provide the necessary documentation required by the City to submit the Master Site Plan for consideration by City Commission for the Police Station and Fire Station #1 locations.

d. Develop an Energy Utility Decision Matrix for the Development as well as the Police Station and Fire Station #1 Components.

(v) As part of the development of the Preliminary Development Documents for each Component, the Company shall insure that the following milestones are addressed:

d. Review of plans by City staff at 10% of final drawings;

e. Building program development and approval by City staff, including Chief Building Official;

f. Architectural rendering review and approval by the City Commission;

g. For proposed Police Station site at High Ridge Road located in the Quantum Park Community Development District, Company shall also prepare preliminary stormwater design and

calculations, and 30% architectural renderings and plans for review by the Quantum Park Community Development District; and

h. For the Town Square Open Space, consideration shall be given to event space programming, place-making programming, and specific public information workshops to address open space development and use.

(vi) As part of the development of the Guaranteed Maximum Price, Construction Contracts for each Component, and any lease/purchase agreement for the Development, the Company shall insure that there is an open book review of all costs, fees, and charges, the development of the fee schedule, operating cost schedule, and structure of lease/purchase agreement. All of these elements shall be subject to staff review and City Commission approval.

E. Notice of Approvals. The City shall provide the Company with written notice of its approval of the Preliminary Development Documents for each Component of the Municipal Improvements, or any objections thereto within ten (10) days after the delivery thereof to the City before any further work under this Agreement shall proceed with respect to such Component.

F. A Detailed Schedule of Deliverables to be provided by Company as part of the Phase 1 Services provided pursuant to this Agreement is included in **Exhibit "D"**, which is attached hereto and incorporated herein by reference.

G. Additional Financing Services which may be provided in Phase 1. As part of its Services, the Company, subject to approval of the City, will identify, source, manage and coordinate the full financing of the Municipal Improvements with the assistance of CFP, the Underwriter, the Issuer, and Dunlap & Associates, as financial advisor to the Company (the "**Financial Advisor**"). All such services shall be reimbursable under this Agreement in accordance with **Exhibit "C"**.

H. Agreement for Acquisition of the Property. During Phase 1, Company and City may negotiate and enter into an agreement for the purchase of each parcel of the Property required for the Municipal Improvements. In the event any purchase and sale agreements are entered into between City and Company, the parties shall negotiate the respective responsibilities and fees related to the development of the properties.

### **Section 3.3. Fees; Payment of Expenses.**

A. Phase 1 Fee. The Company will perform the Phase 1 Services for a not to exceed amount of Two Million Eight Hundred Sixty Five Thousand Four Hundred Twenty Three and 00/100 Dollars (\$2,865,423.00) (the "**Phase 1 Fee**"). The Phase 1 Fee will be full compensation for all Phase 1 Services performed by the Company. The Phase 1 Fee will be earned and payable, including any third party expenses incurred by the Company for the benefit of the Development, in accordance with the Detailed Fee Schedule for Phase 1 Services attached hereto as **Exhibit "C"**, which is incorporated herein by reference. The total of the Phase 1 Fee

shall not exceed the amounts set forth herein, unless the City requests additional Services and approves such additional Services in writing. The City Commission, contemporaneously with the approval of this Agreement, has, by the passage of Resolution No. 17-059 of the City, budgeted, appropriated, and established a separate line item in the City budget to fund the Phase 1 Fees obligated pursuant to this Agreement for the Phase 1 Services and the High School Stabilization. City acknowledges that Company is relying on this funding commitment by City to obligate financial commitments to members of the Development Team with full recourse to City for payment pursuant to the terms of this Agreement, no later than twenty (20) days after the City provides written notice to the Company of the City's determination to not proceed beyond Phase 1. The Phase 1 Fee shall include the \$100,000 repayment of fees provided to City by Company on May 16, 2017 in support of City's consultant Stantec.

B. High School Stabilization Fee. Straticon will perform the High School Stabilization Services, as defined herein, for a not to exceed amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) (the "**High School Stabilization Fee**"). The High School Stabilization Fee will be full compensation for all High School Stabilization Services performed by Straticon pursuant to this Agreement. The High School Stabilization Fee will be earned and payable, including any third party expenses incurred by Straticon for the benefit of the Development, in accordance with the Detailed Fee Schedule for High School Stabilization Services included in **Exhibit "C"**, which is attached hereto and incorporated herein by reference. The City will issue payment directly to Straticon for work performed for the High School Stabilization Services.

C. Third Party Fees and Expenses. All fees charged for third party services (including, but not limited to, fees and expenses of CFP, the Architects, the Contractors, the Underwriter, the Issuer, the Financial Advisor, construction costs and legal fees), which are included in the Phase 1 Fee due to the Company, shall be charged by the vendors thereof at customary and usual rates and costs for similar services provided by competing vendors for similar projects in the Boynton Beach area, with a schedule and budget of such expenses, including the rate for the same provided in advance by the Company to the City.

D. Payment of Invoiced for Services. The Company shall review any and all invoices for third party services and Third Party Advisors. The Company shall be responsible for determining that any such invoiced services have been duly performed and invoiced in accordance with the agreements for the provision of such third party services.

**Section 3.4. Contingencies to Future Phases.** Company is authorized to proceed with the Phase 1 Services only, and the Company agrees that it is not authorized to proceed with any other work unless and until it receives a written notice to proceed from the City. As a part of the Phase 1 Services Company may suggest and develop more efficient and economical ways to complete the Development; provided, however, that any such modifications contemplated by this Agreement shall be subject to approval by the City Commission and shall otherwise comply with all legal requirements relating to the development of the Municipal Improvements.

## **ARTICLE IV TERM**

**Section 4.1. Term.** This Agreement shall commence on the date hereof, and shall continue until the earlier of:

- (i) the completion of the Phase 1 Services and the payment of the Phase 1 Fee, or
- (ii) the termination of this Agreement by either party as provided herein or by law.

## **ARTICLE V NON-DISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

**Section 5.1. Company Shall Not Discriminate.** In the performance of this Agreement, Company agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against:

A. Any employee of the City or any Company employee working with Company in any of Company's operations involving the Development; or

B. Any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Company. Company agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

**Section 5.2. Equal Employment Opportunity.** Company further agrees not to discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status against any applicant for employment with Company. Further, Company agrees to take affirmative action to ensure that that the applicants are considered for employment and that employees are treated during employment without unlawful regard to such person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability or AIDS- or HIV-status. Such action shall include, without limitation, the following areas: employment, promotion, demotion, transfer or layoff; recruitment or recruitment compensation; and selection for training. Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Further, Company agrees all solicitations or advertisements for employees placed by or on behalf of Company shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

**Section 5.3. Service Providers/Subcontractors.** Company shall incorporate by reference in all subcontracts and other agreements with persons engaged to provide services in connection with the Development the provisions of this Article and shall require all such subcontractors and service providers to comply with such provisions. Company's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

## **ARTICLE VI INDEMNIFICATION**

**Section 6.1. Duty to Indemnify the City Against Loss.** Company agrees to protect, defend, indemnify and hold harmless the City, its elected officials and employees (collectively, the "**Indemnified Parties**") from and against all claims, actions, liabilities, losses (including, without limitation, economic losses) and costs, arising out of or related to a breach or default by Company of its obligations under this Agreement. The indemnification shall include any reasonable attorney's fees and paralegal expenses, and court costs incurred at both the trial and appellate levels.

**Section 6.2. Limit on Duty to Indemnify.** Notwithstanding anything to the contrary herein, Company shall not be required to indemnify the Indemnified Parties to the extent of their fault for any loss that results from the negligence or breach of contract of any of the Indemnified Parties.

## **ARTICLE VII INDEPENDENT CONTRACTOR STATUS**

**Section 7.1. Independent Company Status.** Company shall not be deemed an employee of the City. As such, the Company agrees that it shall not hold itself or any of its employees, subcontractors or agents to be an employee of the City. Further, the Company acknowledges and agrees that, as an independent contractor, neither the Company nor any of its employees shall be entitled to receive any benefits that employees of the City are entitled to receive, including, without limitation, workers' compensation coverage, unemployment compensation coverage, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

**Section 7.2. No Withholding; Form 1099 Reporting.** The Company understands and agrees that:

A. The City will not withhold on behalf of the Company any sums for any federal, state or local income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body, and that the City will not make available to the Company any of the benefits afforded to employees of the City;

B. All of such withholdings and benefits, if applicable, are the sole responsibility of Company; and

C. Company will indemnify and hold the City harmless from any and all loss or liability arising with respect to any such withholdings and benefits. The parties agree that if



the Internal Revenue Service questions or challenges Company's independent contractor status, both Company and the City shall have the right to participate in any discussion or negotiation with the Internal Revenue Service. Company acknowledges that all compensation paid to Company pursuant to this Agreement will be reported annually by the City to the Internal Revenue Service on Form 1099.

## **ARTICLE VIII GOVERNING LAW; VENUE**

**Section 8.1. Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, excepting its conflict of law provisions. Venue for any litigation filed to enforce any right, obligation, or responsibility of either party under this Agreement shall be filed in the appropriate state or federal court located in Palm Beach County, Florida.

## **ARTICLE IX RETENTION, ACCESS AND OWNERSHIP OF RECORDS**

**Section 9.1. Florida Public Records Law.** Pursuant Section 119.07, Fla.Stat., as may be amended from time to time, Company shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Company's obligations pursuant to the terms of this Agreement. The Company agrees to comply with the following requirements:

A. Upon request from the City's custodian of public records, provide the City 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.

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

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

D. Failure of the Company to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement.

**E. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE COMPANY, ITS OFFICERS, REPRESENTATIVES, AND EMPLOYEES MUST CONTACT THE CITY OF BOYNTON BEACH'S RECORDS CUSTODIAN AT 561-629-8585, PYLEJ@BBFL.US, OR 100 EAST BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FL 33425.**

**Section 9.2. Right to Audit; Access.** At any time during normal business hours, upon receipt of reasonable notice and as often as the City may deem necessary, Company shall make all data, records, reports and all other materials relating to this Agreement available to the City for examination and copying. In addition, Company shall permit the City to audit, and shall cooperate fully in any such audit of, all invoices, materials, payrolls, work papers, personnel records and other data necessary to enable the City to verify the accuracy of Company's invoices for payment for the performance of the Services.

**Section 9.3. Ownership of records, work product, plans and program designs.** Upon payment of all fees for Phase 1 Services provided by the City to the Company, any and all plans, designs, project drawings, notes, tables, graphs, reports, files, documents, records, disks, or other such material, regardless of form and whether finished or unfinished, (collectively, "Work Product") of Company or members of the Development Team shall be deemed owned by the City, treated as public records, and be delivered to the City on request by the City. Company or members of the Development Team waive any claim to confidentiality, proprietary status, or public record exemption with regard to any Work Product for the public improvements that are contemplated by this Agreement. The Company hereby further grants to City a non-exclusive license to use the Work Product for marketing purposes.

## **ARTICLE X TERMINATION**

**Section 10.1 Termination for Convenience.** The City shall have the right to terminate this Agreement prior to the Company's completion of Phase 1 Services by giving written notice to Company of its intent to terminate at least thirty (30) days prior to the date of termination. In the event the City elects to terminate for convenience, the City shall be obligated to pay Company only for those Services performed by Company under this Agreement up to and through the date of termination, consistent with the Phase 1 Fee as provided in **Exhibit "C"**, plus all demobilization costs incurred by the Development Team, as agreed to by the City and the Company, including costs associated with any public records retention requirements, less any payments made to Straticon for the High School Stabilization Services performed pursuant to this Agreement, and the Company shall have no further liability or obligations to City under this Agreement. Following termination of this Agreement pursuant to this Section 10.1, if the City thereafter, but prior to December 31, 2018, decides to proceed with Phase 1 Services or the City Commission votes to proceed with subsequent phases, the City and Company shall attempt to negotiate an agreement for Company's continued role as project manager. If the Company and City cannot reach an agreement regarding future project management services within 45 days of

the City Commission's decision to proceed with Phase 1 Services or another phase, the negotiations shall be deemed concluded and the City will pay Company a separation fee of \$350,000.00 within a reasonable time period thereafter. The separation fee is the Company's sole monetary remedy.

**Section 10.2 Termination at Conclusion of Phase 1 Services.** At the conclusion of the Phase 1 Services, should the City Commission vote not to proceed with subsequent phases, City shall provide written notice to Company of its intent to not to proceed with subsequent phases no later than thirty (30) days after issuance of final payment to Company for Phase 1 Services. Following notice that the City will not proceed with subsequent phases, if the City Commission thereafter, but prior to December 31, 2018, votes to proceed with subsequent phases the City and Company shall attempt to negotiate an agreement for Company's continued role as project manager. If the Company and City cannot reach an agreement regarding future project management services within 45 days of the City Commission's decision to proceed with another phase, the negotiations shall be deemed concluded and the City will pay Company a separation fee of \$350,000.00 within a reasonable time period thereafter. The separation fee is the Company's sole monetary remedy.

**Section 10.3 City's Authority to Utilize Sub-Consultants.** If City terminates the Agreement pursuant to Sections 10.1 or 10.2, City shall not have the right to contract directly with Development Team members or Company's design sub-consultants for services on the Project prior to December 31, 2018 without first paying the Company the separation fee of \$350,000 in full.

**Section 10.4. Survival of Certain Provisions.** All representations and warranties and all responsibilities regarding record retention, access and ownership, cooperation with investigations, indemnification and payment for services rendered shall survive the termination of this Agreement and continue in full force and effect.

## **ARTICLE XI INSURANCE**

During the Term of this Agreement, the Company shall, at all times, maintain (a) adequate worker's compensation and unemployment insurance coverage for its employees, if applicable, in accordance with state law and (b) comprehensive general liability insurance in amounts not less than \$1,000,000 per occurrence. Company's general liability insurance shall name the City as an additional insured and shall provide that any such policy will not be subject to cancellation or change except after at least thirty (30) days' prior written notice to the City. The policies or duly executed certificates for the same, together with satisfactory evidence of the payment of the premium thereon, shall be provided to the City, and upon renewals of such policies, not less than thirty (30) days prior to the expiration of the term of such policies.

## ARTICLE XII NOTICE

**Section 12.1. Notice Addresses.** Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person or by certified mail, return receipt requested as follows:

A. in the case of the City, addressed to or delivered personally to the City of Boynton Beach, at 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33425-0310, Attention: City Manager with a copy to James A. Cherof, City Attorney, 100 East Boynton Beach Boulevard, Boynton Beach, Florida 33425-0310; and

B. in the case of the Company, addressed to or delivered personally to the Company at E2L Real Estate Solutions, LLC, 1400 W. Fairbanks Ave., Suite 201, Winter Park, Florida 32789, Attention Mark Hefferin, President; with a copy to Jeff Bahnsen, Esq., 433 W. Plaza Real 2, Boca Raton, Florida 33432.

**Section 12.2. Notice Effective Dates.** Notices shall be effective when received by each of the above-referenced individuals at the addresses specified above. Each party shall be responsible for notifying the other in writing of any changes in the respective addresses set forth above.

**Section 12.3. Routine Communications.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and the Company.

## ARTICLE XIII GENERAL PROVISIONS

**Section 13.1. No Assignment Without Consent.** This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party.

**Section 13.2. Conflict of Interest.** Company agrees to decline any offer of work, whether as an independent contractor or employee, if such work would:

A. Affect Company's independent professional judgment with respect to its performance of the Services; or

B. In any way interfere with Company's ability to discharge any of its obligations under this Agreement. The initial determination of whether any offer of work would present such a conflict of interest shall rest with Company. However, Company shall be obligated to notify the City and provide full disclosure as to any possible adverse effects of such work as it relates to Company's independent professional judgment or the discharge of any of its obligations under this Agreement. Final decision as to whether any such work proposes a prohibited conflict of interest shall rest with the City.

**Section 13.3. Compliance with Laws; Duty to Notify of Wrongdoing; Cooperation with Investigations.** In performing the Services, Company shall, at its own expense, comply with all applicable federal, state and local laws, regulations and codes. Company shall be obligated to immediately notify the City of any notice or allegation of wrongdoing or of any material third-party complaint relating to this Agreement. Upon request of the City, the Company shall fully cooperate in any investigation by furnishing any documents, records or other testimonial evidence pertinent to such investigation.

**Section 13.4. Nonwaiver.** The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

**Section 13.5. Severability.** The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the parties intend and desire that the court will reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court finds such provision to be illegal and not subject to reformation, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

**Section 13.6. Schedules and Exhibits.** All Schedules and Exhibits attached hereto shall be and hereby are incorporated into this Agreement as if fully rewritten herein.

**Section 13.7. Rules of Construction.** The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved in favor of or against the City or Company on the basis of which party drafted the uncertain or ambiguous language. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

**Section 13.8. Amendment.** No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

**Section 13.9. No Third-Party Beneficiaries.** This Agreement is entered into for the exclusive benefit of the Company, the Development Manager and the City, and the Company and the City expressly disclaim any intent to benefit anyone not a party hereto, other than the Development Manager.

**Section 13.10. Time is of the Essence.** The City and the Company each acknowledge and agree that time is of the essence in the performance of this Agreement.

**Section 13.11. Non-Exclusive.** This Agreement shall be non-exclusive. Accordingly, subject to Section 2 of this Article XIII, Company shall be free to provide services to other clients, and City shall be free to engage the services of other contractors unrelated to the Development.

**Section 13.12. Prohibition Against Financial Interest in Agreement.** No elected official or employee of City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child or parent of any elected official or employee of City shall be deemed to be a financial interest of such elected official or employee of City.

**Section 13.13. Remedies Cumulative.** No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

**Section 13.14. Complete Agreement.** Company specifically acknowledges that in entering into and accepting this Agreement, Company relies solely upon the representations and agreements contained in this Agreement and no others. This Agreement supersedes and replaces any and all prior agreements, negotiations and discussions between the parties hereto with regard to the terms, obligations and conditions herein.

**Section 13.15. Representatives Not Individually Liable.** No member, official, or employee of either party shall be personally liable to the other party, or any successor in interest, in the event of any default or breach or on any obligations under the terms of the Agreement.

**Section 13.16. Disclaimer of Relationships.** The City and the Company acknowledge that nothing contained in this Agreement nor any act by the City or the Company shall be deemed or construed by any of them or by any third person to create any relationship of principal and agent, limited or general partner, or joint venture between or among the City, the Company and/or any third party.

**Section 13.17. Original Copy.** One original of this Agreement will be executed and maintained by the City Clerk of the City. The City Clerk will provide a certified copy to the Company.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Company has caused this Agreement to be duly executed in its name and behalf on the dates set forth below.

**CITY OF BOYNTON BEACH, FLORIDA**

CITY OF BOYNTON BEACH

BY:




STEVEN B. GRANT, MAYOR

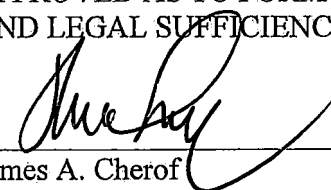
**Queenester Nieves**

ATTEST:

BY:

  
Judith Pyle, CMC  
City Clerk  
(Seal)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

  
James A. Cherof  
City Attorney

E2L REAL ESTATE SOLUTIONS, LLC

By Mark E. Hefferin

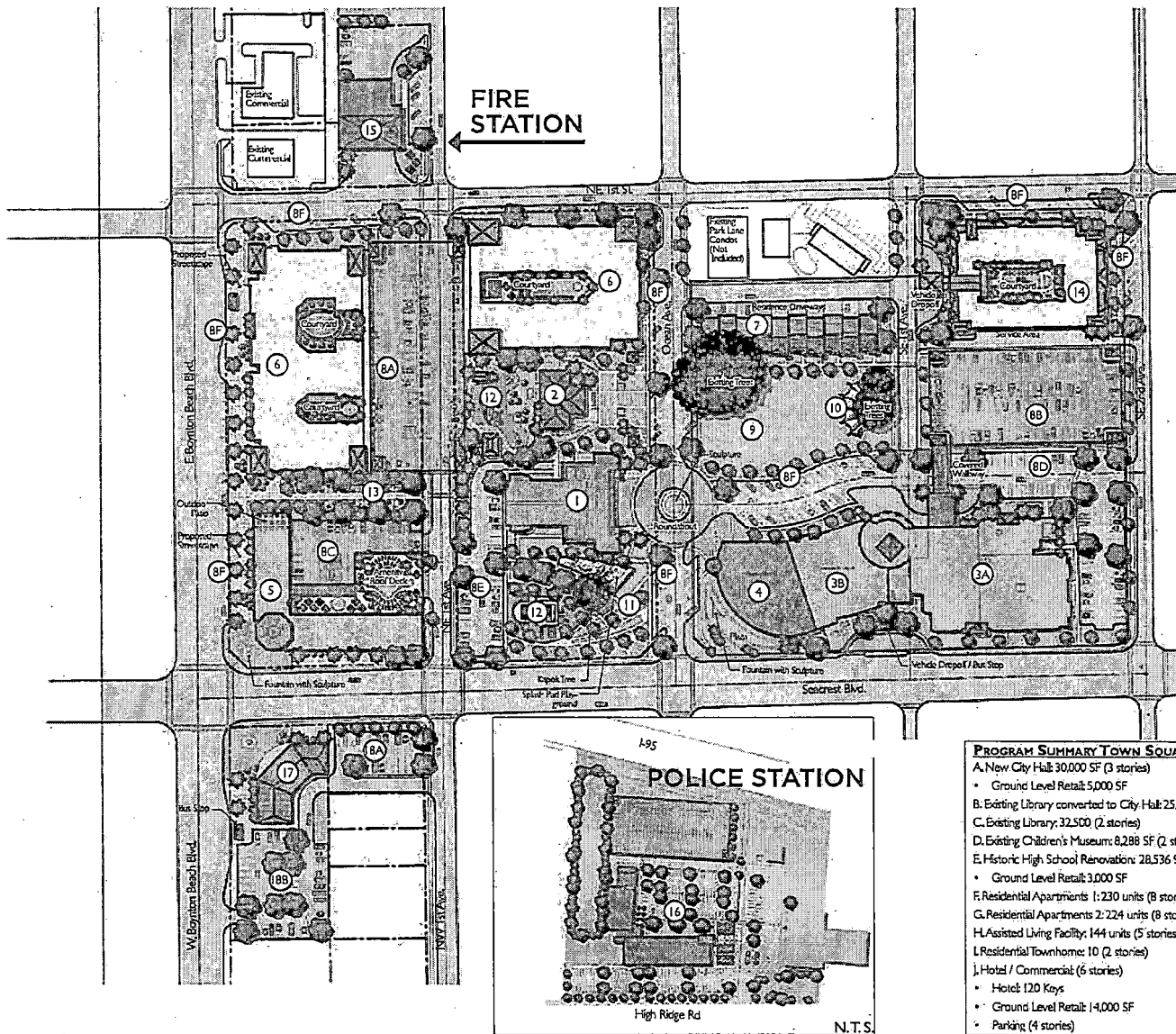
Name MARK E. HEFFERIN

Its PRESIDENT

Date: JUNE 20, 2017



**EXHIBIT A**  
**Preliminary Project Site Plan**



# **PH LEGEND: TOWN SQUARE REDEVELOPMENT**

- A. ① Existing Historic High School
- A. ② Existing Historic Children's Museum
- D. ③A Existing Library
- D. ③B Existing Library Converted to City Hall Addition
- D. ④ New City Hall
- H. ⑤ Hotel with Ground Floor Retail
- G. ⑥ Residential Apartments
- F. ⑦ Residential Townhomes
- B. ⑧ Parking
- G. ⑧A Garage A: 834 spaces (7 stories)
- D. ⑧B Garage B: 372 spaces (4 stories)
- H. ⑧C Garage C: 240 spaces (4 stories)
- ⑧D Surface Lot: 56 spaces
- A. ⑧E Surface Lot: 33 spaces
- ⑧F On Street Parking: 112 spaces
- E. ⑨ New City Commons Park
- E. ⑩ New Amphitheater
- A. ⑪ New Kapok Park with Splash Pad Playground
- A. ⑫ Relocated Kids Kingdom Playgrounds
- H. ⑬ New Promenade Park
- F. ⑭ Assisted Living Facility (ALF and Memory Care)
- B. ⑮ New Fire Station
- B. ⑯ New Police Station

## **LEGEND: ADJACENT COMMERCIAL**

- PARCEL**
- I. ⑰ Office with Ground Floor Retail
  - I. ⑱ Parking
  - I. ⑱A Surface Lot: 20 spaces
  - I. ⑱B Surface Lot: 16 spaces

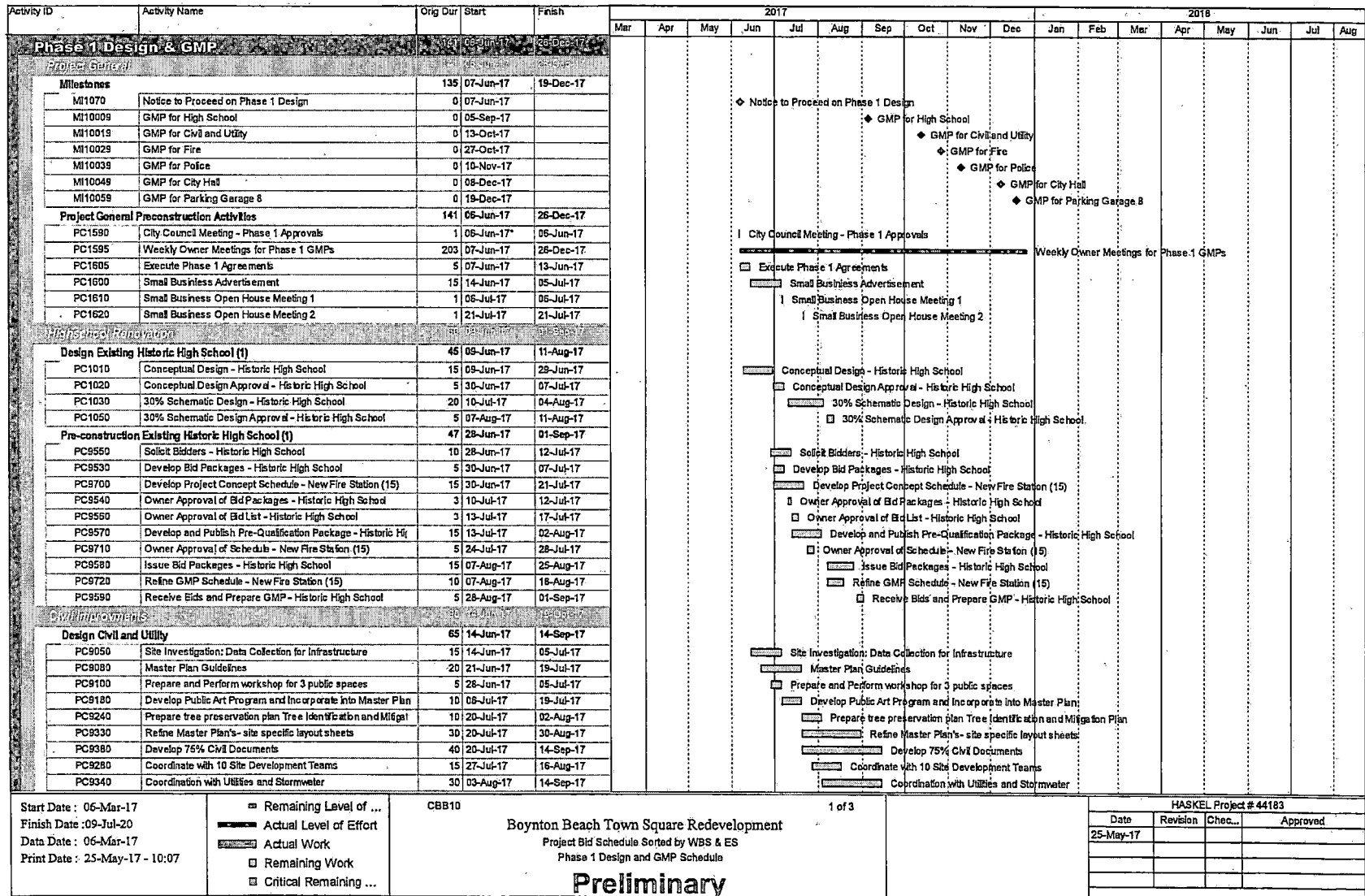
## **PROGRAM SUMMARY: TOWN SQUARE REDEVELOPMENT**

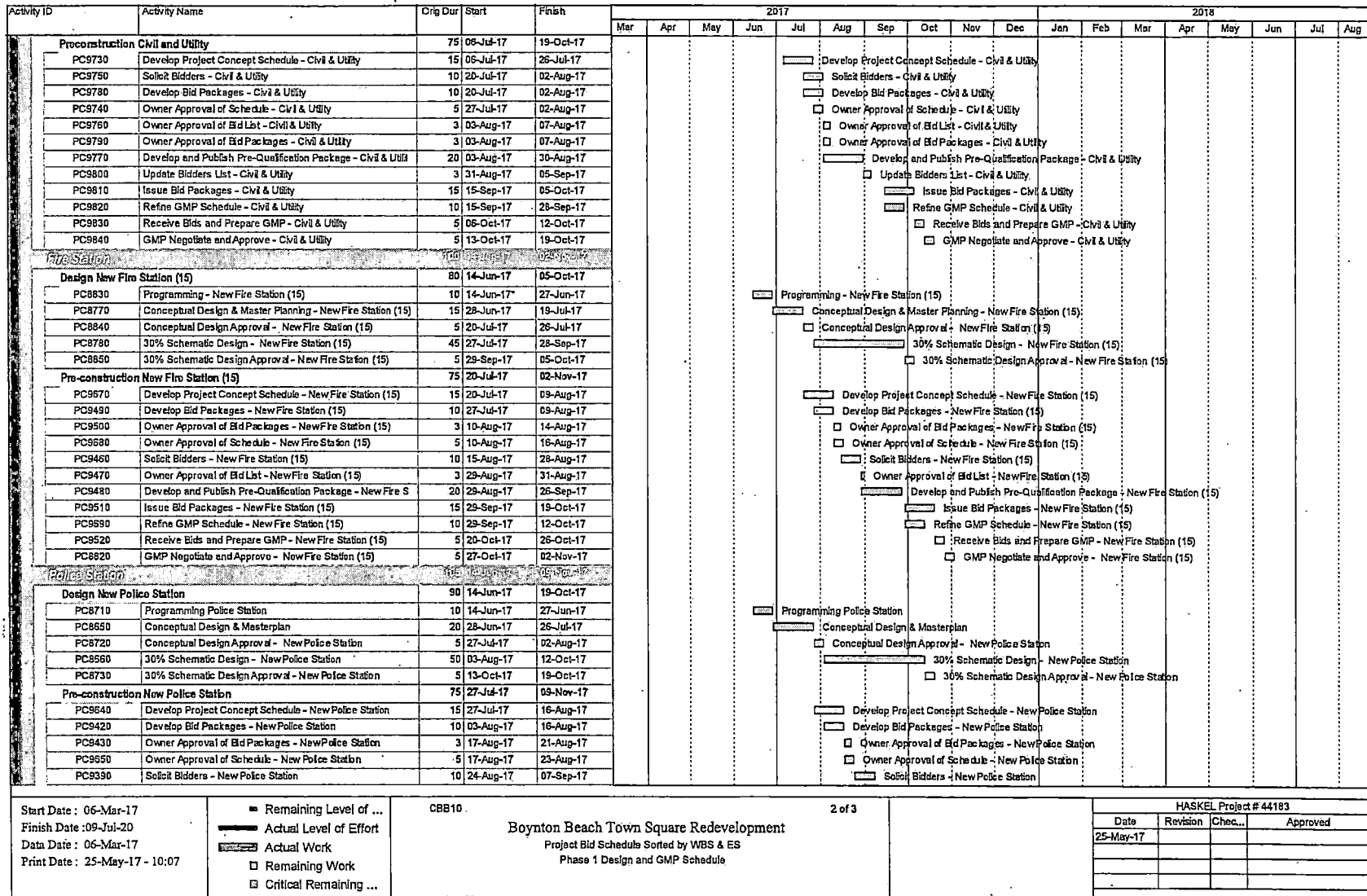
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|---|--|
| <ul style="list-style-type: none"> <li>A. New City Hall: 30,000 SF (3 stories)</li> <li>• Ground Level Retail: 5,000 SF</li> <li>B. Existing Library converted to City Hall: 25,000 SF (2 stories)</li> <li>C. Existing Library: 32,500 (2 stories)</li> <li>D. Existing Children's Museum: 8,288 SF (2 stories)</li> <li>E. Historic High School Renovation: 28,536 SF (2 stories)</li> <li>• Ground Level Retail: 3,000 SF</li> <li>F. Residential Apartments: 1,230 units (8 stories)</li> <li>G. Residential Apartments: 2,224 units (8 stories)</li> <li>H. Assisted Living Facility: 144 units (5 stories)</li> <li>I. Residential Townhome: 10 (2 stories)</li> <li>J. Hotel / Commercial: (6 stories)</li> <li>• Hotel: 120 Keys</li> <li>• Ground Level Retail: 14,000 SF</li> <li>• Parking: (4 stories)</li> </ul> | <ul style="list-style-type: none"> <li>K. Total Parking Provided: 1,647 spaces (Needed: 1,622 spaces)</li> <li>L. City Commons Park: 0.90 acres</li> <li>M. Kapok Park: 0.63 acres</li> <li>N. Promenade Park: 0.22 acres</li> <li>O. Kids Kingdom Playgrounds: 15,000 SF</li> <li>P. New Fire Station</li> <li>Q. New Police Station</li> </ul> |
|---|--|

## **PROGRAM SUMMARY: ADJACENT COMMERCIAL PARCEL**

- Office/Commercial: 12,800 SF (2 stories)
- Office: 6,400 SF
- Ground Level Retail: 6,400 SF
- Total Parking Provided: 66 spaces

**EXHIBIT B**  
**PRE-DEVELOPMENT SCHEDULE**







**EXHIBIT C**  
**DETAILED FEE SCHEDULE FOR**  
**PHASE 1 SERVICES**  
**AND**  
**HIGH SCHOOL STABILIZATION SERVICES**

**Phase I Development Services E2L Real Estate Solutions, LLC (Attachment B)**  
**Boynton Beach Town Square Public Sector -25 or 30 year term lease**

Site Area:	16.0000	Acres (estimated on 1647 parking spaces)
Building Area:	960,000	Gross Square Feet (pending final program)
		Rentable Square Feet
		Net Usable Square Feet

I. Development Costs		Amount	Per GSF (Building)	% Category	Comment
Land-Police and Fire parcel offsite, remaining acre in town square for public 7 acres with 9 acres to be converted to private (verify with alta survey)			N/A		City currently owns/sale option under bonds to be considered for cashflow
Adjoining property purchase of existing condos		N/A			Confirm with Boynton Beach
Land Closing real estate commissions and Carry Cost		Phase II			
Traffic Study		Phase II			Confirm with Boynton Beach
Appraisal		Phase II			May need secondary for land closings
Title Insurance		Phase II			Estimate
Environmental (Phase I)		Phase II			City will address all related work necessary to prepare and address plan for remediation
Survey ALTA at Acquisition (post construction)		Phase II			Estimate
Legal Fees - Contact (Byrd Campbell) Jeff Bahnson		\$54,000			115 hours plus travel
Legal Fees - Zoning (Michael Weiner)		\$25,000			Estimate for master plan submission during phase I council hearings
Palm County and City Transfer Tax		Phase II			Estimate to be confirmed for private development
Real Estate Tax Carry		Phase II			Same as transfer tax above
Lender Financing Fee		Phase II			With CFP services and fees below
Lender Architect / Inspections		Phase II			Est. - 24 Inspect at \$1.5K each-confirm with Dick Ward
Lease Commission brokers		Phase II			Costs for E2L services related to real estate services
Guarantor Fee		Phase II			verify with Dick Ward on equity
Other Closing Costs		Phase II			Partner pursuit expenses
Other Contingency		Phase II			Estimate
<b>Subtotal</b>		<b>\$79,000</b>			
II. Soft Costs		Amount	Per GSF (Building)	% Category	Comment
Architect & Engineering - Structural (A/I/S/M/E/P)		Phase II			With each building costs below
Added Services (A&E)-Allowance to GMP		Phase II			specialty design services?
Security / Blast (Hinman)		N/A			N/A
Civil Landscape		Phase II			estimate to be validated with Kimley Horn-Carried with Baker Barrios in Master Plan Haskell D/B costs below
Brownfield services-Cardno		N/A			City to handle services through CRA
Soil Surveys, Geotech, & Environmental-GFA		N/A			Boynton Beach to provide as needed for Phase I services
Public Relations Firm		\$50,000			Merchant Strategies/LDG-see Y1 proposal provided with City concurrence set 6.8.17 call
Partnering / Conf Fees & Costs		\$30,000			2 meetings at \$15k each
Road Bonds		Phase II			confirm with City/State if required
Site & Building Permits		Phase II			Estimate-Negotiate with City to reduce for overall development
Water & Sewer / Utility Impact Fees		Phase II			By City of Boynton Beach
Construction Photo Documentation		\$10,000			Vaktare-Complete record documentation of existing conditions for archives
Insurance		\$12,000			Contract coverages at \$1MM occurrence plus, Builders risk to be determine.
Reimbursable / Printing		\$10,000			Allowance to cover Phase I deliverables-use electronic
Legal and Bond Project Management Fees-Best & Flaggan		\$175,000			April, 18th award to 5 month services for Phase I with Community Facilities Partners.
Soft Cost Contingency		Phase II			to be negotiated upon definition of Phase II scope
<b>Subtotal</b>		<b>\$287,000</b>			



**Phase I Development Services E2L Real Estate Solutions, LLC (Attachment B)  
Boynton Beach Town Square Public Sector -25 or 30 year term lease**

<b>Site Area:</b>		<b>16.0000 Acres</b>	<b>(estimated on 1647 parking spaces)</b>	
<b>Building Area:</b>		<b>960,000</b>	<b>Gross Square Feet (pending final program)</b>	
			<b>Rentable Square Feet</b>	
			<b>Net Usable Square Feet</b>	
<b>III. Construction Period Costs</b>	<b>Amount</b>	<b>Per GSF (Building)</b>	<b>% Category</b>	<b>Comment</b>
Police Building (70,000 SF)	\$587,308			HJHigh and ADG-see scope and proposal letter
Fire Station	\$275,180			HJHigh and ADG-see scope and proposal letter
City Hall (50,000 SF)	\$840,091			Confirm with Haskell and Baker
Library Renovations	w/City Hall above			determine scope of work, ADA and structural adjustments to accommodate City Hall
Parking garages 8B 340 cars using \$15,000 Per Space	\$150,000			Finfock to complete as design build offering foundation design to be conservative with no soil borings available
Building demolitions for Police, Fire, Garage, City Hall, Civic Center Phase II				Work to be completed in phases as priced and scheduled by D.H Griffin
Site Infrastructure Improvements	w/City Hall above			Haskell and Kimley Horn to establish budget to address roads, hardscape, landscape and park areas-City to handle all utilities to the buildings with parameter roads
Historical High School renovations	\$1,500,000			Look at secondary Bond Issuance for project if needed by Straticon, to be paid direct with CRA funding
Dunlap and Associates on Financial pro-forma for bonds, revenues	\$45,000			5 months services to be validated with City Financial consultant based on conference call 6.8.17
Partnership Trailer	Phase II			assume 30 months on site
Quality Control Trailer	Phase II			Co-locate if reasonable
Preconstruction Management services by E2L	\$75,000			30 % to concur with Phase I services,
City consultant for Phase I services (Stantec)	\$100,000			Prepaid with award notice
Development Fee	\$235,000			Phase I at 5 months/\$47,000 month with off ramp fee per contract if Phase II not elected to proceed.
Original equity fee for Phase I services	\$45,000			1.5% of Phase I cost
<b>Subtotal</b>	<b>\$3,852,579</b>			
<b>IV. Interest</b>	(at	<b>5.00% per annum compounded monthly)</b>		
<b>Item</b>	<b>at</b>	<b>Coverage</b>	<b>Months</b>	
<b>To shell completion:</b>				
Dev. Costs (I)		100%	12	\$4,042
Soft costs (II)		100%	12	\$14,683
Construction Period Costs (III)		65%	12	\$128,118
<b>After shell completion :</b>				
<b>Carry on all costs to date during</b>				
i. Average Vacancy		100%	0	\$0
ii. Average Rent Abatement		100%	0	\$0
			0	
Interest on Tenant Improvements, Leasing Commissions & Space Planning		50%	0	\$0
<b>Subtotal</b>	<b>\$146,844</b>	<b>\$0.00</b>	<b>3.4%</b>	
<b>Total Development Cost</b>	<b>\$4,365,423</b>	<b>\$0.00</b>		

**EXHIBIT D**

**DETAILED SCHEDULE OF PHASE 1 DELIVERABLES**

**CITY AND COMPANY WILL FINALIZE THIS SCHEDULE WITHIN TEN (10) DAYS  
OF SIGNATURE OF THIS AGREEMENT BY BOTH PARTIES**

## **HASKELL / BOYNTON BEACH REDEVELOPMENT CITY HALL – PHASE I SCOPE OF WORK**

June 15, 25017

### **PHASE I – PRELIMINARY DESIGN-BUILD SERVICES**

This phase, which has three sub-components, is performed in advance of the Design-Build GMP Proposal.

- Phase I-A – Charette/Programming
- Phase I-B – Schematic Design (15%)
- Phase I-C – GMP Development

#### **PHASE I-A CHARETTE/PROGRAMMING**

##### **Services**

This phase of the work provides those items necessary to develop a program for both the City Hall and Library Renovations that meets all stakeholders' needs and involves the following:

##### **Task 1: Due Diligence and Program Verification**

- a) Conduct an on-site photo analysis of the existing library
- b) Review existing as-builts and inspect MEP systems to determine feasibility for capacity, reuse and expansion
- c) Review all previously produced stakeholder program information
- d) Initiate geotechnical engineering
- e) Conceptual level concept sketch and budget comparison of two concepts for City Hall location and Library Renovations to assist City and Developer in final selection

Note: The intent is to utilize previous due diligence information provided to Haskell in order to reduce costs and avoid duplicating services that have previously been provided in the development of this project

#### **PHASE I-B - SCHEMATIC DESIGN DOCUMENTS (15%)**

This phase includes the services necessary to further develop the Schematic Design to include City and Developer review comments. Haskell will proceed with this phase of the work upon completion of Phase I-A. More specifically, the work of this sub-phase includes the following:

##### **Task 2: Schematic Design Documents**

- 1) Review the program furnished by the City to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the owner
- 2) Prepare a preliminary evaluation of the City's program, schedule, and construction budget requirements, each in terms of the other

- 3) Review with the City alternative approaches to design and construction of the Project
- 4) Based on the mutually agreed-upon program, schedule and construction budget requirements, prepare, for approval by the City and Developer, Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of Project components
- 5) Prepare a written outline specification/scope of work narrative
- 6) Value engineering and constructability analysis
- 7) Initiate Prequalification process for subcontractors, vendors and material suppliers.
- 8) Advertise and select critical subcontractors, to include at a minimum HVAC, Electrical and Low Voltage, Plumbing and Structural, based on qualifications and best value selection and agreed upon by City and Developer to provide design-assist and firm pricing for GMP development
- 9) Provide a budget with component detail
- 10) Provide a critical path schedule to include design, permitting, procurement and construction logic
- 11) Review geotechnical findings and obtain recommendations on foundations and on-site pavement sections
- 12) Identify all permitting requirements and facilitate pre-submittal meetings with city of Boynton Beach building department
- 13) Identify utilities and coordinate with Infrastructure team for utility connections within 5' of building (Power, Water and Sewer)
- 14) Obtain and review the existing survey information available
- 15) Coordinate with Developer and design team developing site master plan
- 16) Conduct one (1) schematic design review ( 10%) meeting with City
- 17) Incorporate all team and owner comments into final concept design
- 18) Produce a conceptual design layout to scale

#### Deliverables

- 1) Scope of work/Outline specifications narrative to include system and material narrative description
- 2) Comparison of capacities to program
- 3) List of applicable building codes on drawing title sheet
- 4) List of anticipated building code variance requests
- 5) Architectural site plan, building exterior envelope elevations, building cross section, roof layout and energy code requirements, building interior floor plans and other renderings, graphics as necessary to clearly present the concept
- 6) Civil and Landscape design included by others (Infrastructure Package)
- 7) Structural "pricing" plan to include scheme and written description
- 8) HVAC "pricing" plan to identify all systems, one line flow diagrams, equipment locations, air intake and discharge locations, mechanical legend, energy code requirements
- 9) Plumbing to include restroom layout and plumbing legend
- 10) Fire protection to include confirm adequacy of utility, identify connection location. Design to be done by specialty contractor with services delivered in phase 2
- 11) Electrical, includes one-line diagrams, electric vault location, equipment location, electrical legend, written narrative for equipment and fixtures.
- 12) Communications (voice, data, video and A&V), "pricing" plan to show locations, closet location and size

- 13) Geotechnical Report
- 14) Preliminary Cost Estimate

#### Schedule

The work described in Phase I-B will be completed within approximately seven (7) weeks from a Notice to Proceed.

#### Clarifications

All movable furnishings & artwork are considered to be independent of the Architectural design project. Submittal of documentation for DD & CD phases is to be preceded by response to review comments on previous phase of design work. No individual volume of drawings to exceed 25lbs in weight. No individual specification book volume is to exceed three.

### **PHASE I-C –GMP DEVELOPMENT**

This phase includes the services necessary to develop a Guaranteed Maximum Price (GMP) Proposal and Contract to include City and Developer review comments. Haskell will proceed with this phase of the work upon completion of Phase I-B. More specifically, the work of this sub-phase includes the following:

#### **Task 3: Development of Guaranteed Maximum Price Proposal**

- 1) Finalize City and Developer comments from schematic workshop into an addendum
- 2) Finalize subcontractor/vendor bid packages in accordance with Local and Small Business plan for advertisement and solicitation of proposals
- 3) Advertise Bid Packages,
- 4) Receive, analyze, and provide bid tabulations including recommendation of subcontract awards,
- 5) Finalize project construction schedule
- 6) Present Guaranteed Maximum Price Contract, DBIA Form 530 to include schedule, detailed estimate, bid tabulations, clarifications and assumptions, list of allowances and contingency detail.

#### Deliverables

- 1) Guaranteed Maximum Price Contract, DBIA Form 530
- 2) Schematic Design Documents including plans, specifications, etc.
- 3) Clarifications and assumptions
- 4) List of allowance and contingencies
- 5) GMP Book with detail estimate, bid tabulations and project schedule

#### Schedule

The work described in Phase I-C will be completed within approximately eight (8) weeks from the date of completion of phase I-B and Notice to Proceed.

All work will be based on the plan that the City and Developer have reviewed in the Conceptual Phase (Phase I-B).

Clarification

Phase I services do not include, platting, zoning, land acquisition or securing entitlements. Permit and permit related costs excluded. Traffic studies excluded. Food service consultant not included. Reimbursable budgets for survey and geotechnical engineering are included and to be coordinated by Haskell. A **reimbursable budget** for travel and misc. costs to support the Phase 1 deliverables is also included.

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FIRE STATION  
PHASE 1 DESIGN  
SCOPE OF WORK

**1 - Pre-Design Services**

1.1. Task One: Programming

The Consultant shall participate in an initial meeting, with Fire Department personnel and the City's Project Management Team, to review the proposed project and to establish project schedules for specific tasks.

The Consultant shall conduct an analysis of the routine operations of the identified entity in order to fully understand their function, operations and the respective interaction, relationship, and adjacency priorities.

A detailed Spatial Needs Assessment shall then be conducted, providing documentation as to current and future needs; future need being defined as those anticipated for the years 2028 and 2038, and the current need being defined as the year 2018. The process for obtaining this information shall consist of a two-part effort; a detailed questionnaire and on-site interviews with the staff of the various entities, as noted above.

The questionnaire shall relate to such information as:

- Historical, Current and Projections for Future Staffing Levels.
- Detailed Mission Statement.
- Departmental Organizational Charts.
- An Assessment of Requested Spaces.
- A Definition of Functional Inter-Relationships.
- Documentation of Specialized Equipment.
- Documentation as to relationship to other Departments.

**Deliverable Product:** The Consultant, as a part of this phase, shall consider and provide documentation to the extent possible, current and future staffing level projections and their spatial need impact upon future needs of facilities.

- Based upon the recommendations related to facility size(s), the Consultant shall identify the land area (if needed) for the building, associated parking and related site requirements, such as stormwater retention, parking areas, landscape requirements, infrastructure improvements, and building setback requirements.

- 
- This phase shall result in a detailed report, which shall contain the following components:
    - Fire Department Program Requirements.
    - Exterior Training Facilities (If Requested).
    - Development Options.
    - Estimates of Probable Development Costs.
    - Phasing Plan(s).
    - Analysis and identification of all pertinent regulatory requirements.
    - Analysis and Identification of recommended green building elements.
  - The final report shall contain recommendations relative to potential solutions, and shall include up to three (3) alternative development options as to the size and associated potential costs of each such alternative. This report shall be issued to the City's Project Management Team for review and consideration

1.2. Task One: Master Planning

Based upon information and site data provided by the Site (Civil) Engineer, and the City, the needs identified within the Spatial Needs Assessment, and with the direct input of the City, the Architect shall provide Master Planning Services for development of the proposed property. The Master Plan shall include evaluation of this property utilizing nationally recognized criteria for Fire Station Design principals. Items to be considered will include:

- Ability of the site to accommodate appropriate Public and Fire Department Parking
- Evaluation of property relative to a 100-year storm.
- Identification of potential hazards.
- Appropriateness (capacity) of existing utilities, such as power, gas, water, sewer, fiber optics, etc.
- The ability of the site to accommodate the space needs of the Fire Department, both in terms of current needs (Year 2017) and future needs.
- Based upon the recommendations related to facility size, the Architect shall identify the land area needed for the building(s), associated parking and related site requirements, such as storm water retention, parking areas, landscape requirements and building setback requirements as well as future expansion areas. All identified development options will be verified





to be able to be supported by the identified site with site diagrams included within the report.

Based upon conclusions of the site investigation, the Architect shall participate in a meeting(s) with key project stakeholders, to initiate the Master Planning effort. The premise of this meeting shall be to obtain consensus as to appropriate land utilization of the designated property as the proposed facility, as well as future expansion requirements. The Architect shall prepare a Master Plan Document of the selected site illustrating:

- Proposed land utilization of the selected site.
- Location and general configuration of “current need” facilities.
- Areas of potential expansion for future need.
- Location of vehicle access and egress, both staff and public.
- Pedestrian areas and site circulation.
- Vehicle parking areas (Staff, Public).
- Area(s) designated for storm water retention.

**Deliverable Product:** The Architect shall prepare a final Master Planning Drawing illustrative of the proposed recommended concept, and present same to the Fire Department and staff of the City of Boynton Beach.

## **2 - Basic Design Services – Architectural, Structural Engineering, & MEP Engineering.**

### **2.1 Task Two: Preliminary Design (30% Complete)**

During this task the Design Team shall prepare preliminary design documents for the project. The task will be initiated by a stakeholders meeting during which the conclusions of the preceding task are thoroughly reviewed and updated. The Architect will then prepare a concept plan for review and acceptance by the City. Upon reaching consensus on the conceptual plan, the Design Team shall prepare 30% complete documents. The 30% complete documents shall include the following:

- Architectural plans sufficient to accurately define the scope of construction. The architectural plans will include floor plan layouts with furniture and equipment locations; building sections that accurately define size and volume; elevations suitable for evaluation by the City of Boynton Beach review authorities; preliminary finish schedules and details;

schematic outline of building environmental systems (MEP/FP) with a design narrative describing systems; preliminary structural layout; narrative describing technology systems (security / voice-data / audio-visual). The Architect will coordinate with the Civil Engineer's site design documents to a level of detail for submittal and review by the City's Development Review Authorities.

- Engineering plans will include structural design (foundations, framing plan, and preliminary details); MEP/FP (equipment selection, plans and distribution layouts with preliminary details); technology systems (coordination, plans, preliminary details). The documents will be coordinated with the Site Design (Civil and Landscape) for all utility connection and storm water drainage approach
- During this task the Architect shall propose and test various scenarios for phasing the work such that the overall project schedule can be maintained.
- Upon completion of this task, the Design-Build (D-B) Team will prepare a cost estimate to confirm the probable construction cost of the project.
- **Deliverable Product:** A set of 30% complete documents shall be prepared including drawings and outline specifications furnished from all architectural/engineering disciplines along with a narrative describing approach to the project. The design documents shall accompany applications prepared for submittal and review by the development review authorities. Upon completion of this task, the D-B Team will update and confirm the probably construction cost for the project.

### 3 - Civil Design

#### Preliminary Design/Program Outline

In advance of the delivery of a Guaranteed Maximum Price proposal, the design and development team proposed the following tasks:

#### Task 1:      Programming

- Design (stakeholder programming space needs)
- Land Survey and Geotech kickoff (update boundary and topo, tree survey)
- City preliminary approval of program sizes for use in layout

#### Deliverables:

- City's preliminary review and acceptance of summarized program requirements

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**Task 2: Conceptual Documents/15%**

- Produce a critical path schedule to include design, permitting, procurement and construction logic
- Provide a preliminary budget
- Initiate geotechnical exploration
- Identify all permitting requirements and facilitate pre-submittal meetings with each regulatory agency
- Preliminary stormwater management calculations for verification of stormwater management infrastructure requirements
- Identify existing utilities and meet with Utilities (FPL, AT&T, Comcast, gas, City Water and Sewer)
- Kimley-Horn requires preliminary information from the MEP engineers for water, sewer, fire, and other utility connection locations, sizes, and elevations at building tie-in points within 5' of each building.
- Kimley-Horn requires preliminary utility demand information for each building for sizing of utility connections and coordination with utilities.
- Obtain and review the existing survey information available
- Create a preliminary concept master site plan based upon all information received to date to include, roads, hardscape, water, sewer, storm, fire and power
- Preliminary Stormwater management calculations for sizing of retention/detention area and on-site exfiltration trench needs.
- Conduct one (1) conceptual design review meeting with client
- Pre-application meeting with City of Boynton Planning and Zoning
- Finalize a conceptual design layout to scale (Site Plan)
- 30% Preliminary Engineering Plans – grading high/low points, preliminary stormwater management system layout, preliminary utility layout and sizing of pipes and connections.

**Deliverables:**

- Survey
- Geotechnical Report
- Conceptual Site Plan
- Preliminary Engineering Plans
- Conceptual Building Elevations and Floor Plans
- Preliminary Design Package (Budget/Permitting Timelines)
- Preliminary Cost Estimate

**Task 3: Schematic Documents / 30% progress Architectural / 75% progress Civil**

- Kimley-Horn requires final information from the MEP engineers for water, sewer, fire, and other utility connection locations, sizes, and elevations at building tie-in points within 5' of each building.



- Kimley-Horn requires final utility demand information for each building for sizing of utility connections and coordination with Utilities Department.
- Completion of Zoning/Site Plan Package (Site Plan / Preliminary Engineering / Landscaping and Irrigation / Elevations with Floor Plans / Photometric)
- Submittal of Site Plan to City of Boynton DART and receive first round of comments
- 75% Engineering Drawings (Erosion Control/Paving Grading Drainage/Utilities, Details, Notes) - plans ready for permit submittals
- Estimate of Probable Cost from Contractor with assistance and input from Engineer of Record
- Prepare draft project schedule and budget
- Conduct schematic design team meeting with client
- Prepare final schedule and budget, list of assumptions, allowances, contingency etc.
- Submittal of Estimate of Cost proposal by Contractor

### **3 - Additional Services**

#### **Surveys**

Provide a Topographic Survey to include the following: locate all improvements and utilities; obtain spot elevations on natural ground and existing improvements suitable for interpolation of one foot contours to be shown on the final drawing; cross-sections at 50 foot intervals along adjacent roadways; and two site benchmarks. The design contract also includes a boundary survey based on updating and verifying the boundary survey provided by the City. Will need title report for this survey. Assumes legal and sketch for FDOT easement purposes.

#### **Geotechnical Engineering Services**

Our proposal includes borings across the site with six some of the borings for the main building to depths of twenty five (25) feet. The remainder of the borings are between 10-20 feet deep. We will provide a geotechnical report with recommendations for building foundations, site preparation, pavements and storm water retention design parameters.

#### **Landscape Architectural Services**

Landscape Architectural Services shall be provided by the Design Team's registered Landscape Architect starting with input to the Site Master Plan. Conclusions of the accepted Master Plan shall define the scope of plantings, irrigation, hardscape and site lighting, which shall be developed and coordinated in the execution of design and construction services.

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**Technology Design Services**

Schematic (30%) Technology Design Services consisting of voice-data systems, security systems, and audio-visual systems. The Technology Designer shall document system requirements, provide design of the accepted technology systems scope of work and coordinate thoroughly with the Architect and MEP/FP Engineers.

**Graphics and Signage Design**

Excluded

**Design Renderings for Public Meetings**

Excluded

**4 - Design Phase Contingency**

A design contingency is included for this phase to cover any services not specifically included in the scopes above or for any design or preconstruction services needed to cover scopes that are unknown at the time of the execution of this contract. The contingency will be for the design builder's use. All unused funds will be refunded to the City.

**5 - Indirect Costs**

**Reimbursables**

Allowance for all reimbursables during this phase. The design team will provide receipts as requested by the Client. All costs will be billed "at cost" with no markup. Excludes local mileage, phone, computer time, word processing time, and "entertainment".

**Project Management & Estimating Services**

All estimating time, project management services, meeting attendance, accounting, clerical requirements, scheduling, and cost studies are included.

**EXCLUSIONS:**

- Phase II Design Scope
- Construction documents, permitting, construction admin.
- Impact Fees
- Permit Fees

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POLICE HEADQUARTERS  
PHASE 1 DESIGN  
SCOPE OF WORK

**1 - Pre-Design Services**

**1.1. Task One: Programming**

The Consultant shall participate in an initial meeting, with Police Department personnel and the City's Project Management Team, to review the proposed project and to establish project schedules for specific tasks.

The Consultant shall conduct an analysis of the routine operations of the identified entity in order to fully understand their function, operations and the respective interaction, relationship, and adjacency priorities.

A detailed Spatial Needs Assessment shall then be conducted, providing documentation as to current and future needs; future need being defined as those anticipated for the years 2028 and 2038, and the current need being defined as the year 2018. The process for obtaining this information shall consist of a two-part effort; a detailed questionnaire and on-site interviews with the staff of the various entities, as noted above.

The questionnaire shall relate to such information as:

Historical, Current and Projections for Future Staffing Levels.  
Detailed Mission Statement.  
Departmental Organizational Charts.  
An Assessment of Requested Spaces.  
A Definition of Functional Inter-Relationships.  
Documentation of Specialized Equipment.  
Documentation as to relationship to other Departments.

**Deliverable Product:** The Consultant, as a part of this phase, shall consider and provide documentation to the extent possible, current and future staffing level projections and their spatial need impact upon future needs of facilities.

- Based upon the recommendations related to facility size(s), the Consultant shall identify the land area (if needed) for the building, associated parking and related site requirements, such as stormwater retention, parking areas, landscape requirements, infrastructure improvements, and building setback requirements.



- 
- This phase shall result in a detailed report, which shall contain the following components:
    - Police Department Program Requirements.
    - Exterior Training Facilities (If Requested).
    - Development Options.
    - Estimates of Probable Development Costs.
    - Phasing Plan(s).
    - Analysis and identification of all pertinent regulatory requirements.
    - Analysis and Identification of recommended green building elements.
  - The final report shall contain recommendations relative to potential solutions, and shall include up to three (3) alternative development options as to the size and associated potential costs of each such alternative. This report shall be issued to the City's Project Management Team for review and consideration.

## 1.2 Task Two: Master Planning

Based upon information and site data provided by the Site (Civil) Engineer, and the City, the needs identified within the Spatial Needs Assessment, and with the direct input of the City, the Architect shall provide Master Planning Services for development of the proposed property on High Ridge Road. The Master Plan shall include evaluation of this property utilizing nationally recognized criteria for Law Enforcement Facility Security and CPTED principals. Items to be considered will include:

- Ability of the site to accommodate appropriate Public and Law Enforcement parking.
- Evaluation of property relative to a 100-year storm.
- Identification of potential hazards, such as the adjacent Fire Rescue Station, Interstate 95, and E. Gateway Blvd.
- Appropriateness (capacity) of existing utilities, such as power, gas, water, sewer, fiber optics, etc.
- The ability of the site to accommodate the space needs of the Police Department, both in terms of current needs (Year 2017) and future needs.
- Based upon the recommendations related to facility size, the Architect shall identify the land area needed for the building(s), associated parking and related site requirements, such as storm water retention, parking areas,

landscape requirements and building setback requirements as well as future expansion areas. All identified development options will be verified to be able to be supported by the identified site with site diagrams included within the report.

Based upon conclusions of the site investigation, the Architect shall participate in a meeting(s) with key project stakeholders, to initiate the Master Planning effort. The premise of this meeting shall be to obtain consensus as to appropriate land utilization of the designated property as the proposed facility, as well as future expansion requirements. The Architect shall prepare a Master Plan Document of the selected site illustrating:

- Proposed land utilization of the selected site.
- Location and general configuration of “current need” facilities.
- Areas of potential expansion for future need.
- Location of vehicle access and egress, both staff and public.
- Pedestrian areas and site circulation.
- Vehicle parking areas (Staff, Public).
- Area(s) designated for storm water retention.
- Required “standoff” distances for Law Enforcement purposes.

**Deliverable Product:** The Architect shall prepare a final Master Planning Drawing illustrative of the proposed recommended concept, and present same to the Police Department and staff of the City of Boynton Beach.

## **2 - Basic Design Services – Architectural, Structural Engineering, & MEP Engineering.**

### **2.1 Task Three: Preliminary Design (30% Complete)**

During this task the Design Team shall prepare preliminary design documents for the project. The task will be initiated by a stakeholders meeting during which the conclusions of the preceding task are thoroughly reviewed and updated. The Architect will then prepare a concept plan for review and acceptance by the City. Upon reaching consensus on the conceptual plan, the Design Team shall prepare 30% complete documents. The 30% complete documents shall include the following:

- Architectural plans sufficient to accurately define the scope of construction. The architectural plans will include floor plan layouts with





furniture and equipment locations; building sections that accurately define size and volume; elevations suitable for evaluation by the City of Boynton Beach review authorities; preliminary finish schedules and details; schematic outline of building environmental systems (MEP/FP) with a design narrative describing systems; preliminary structural layout; narrative describing technology systems (security / voice-data / audio-visual). The Architect will coordinate with the Civil Engineer's site design documents to a level of detail for submittal and review by the City's Development Review Authorities.

- Engineering plans will include structural design (foundations, framing plan, and preliminary details); MEP/FP (equipment selection, plans and distribution layouts with preliminary details); technology systems (coordination, plans, preliminary details). The documents will be coordinated with the Site Design (Civil and Landscape) for all utility connection and storm water drainage approach
- During this task the Architect shall propose and test various scenarios for phasing the work such that the overall project schedule can be maintained.
- Upon completion of this task, the Design-Build (D-B) Team will prepare a cost estimate to confirm the probable construction cost of the project.
- **Deliverable Product:** A set of 30% complete documents shall be prepared including drawings and outline specifications furnished from all architectural/engineering disciplines along with a narrative describing approach to the project. The design documents shall accompany applications prepared for submittal and review by the development review authorities. Upon completion of this task, the D-B Team will update and confirm the probably construction cost for the project.

### 3 - Civil Design

#### Preliminary Design/Program Outline

In advance of the delivery of a detailed cost estimate, the design and development team proposed the following tasks:

#### Task 1:      Programming

- Design (stakeholder programming space needs)
- Land Survey and Geotech kickoff (update boundary and topo, tree survey)

- 
- Meetings with FDOT and Arcadis to discuss the option of a shared use pond or dedication of land
  - Traffic methodology meetings
  - City preliminary approval of program sizes for use in layout

**Deliverables:**

- City's preliminary review and acceptance of summarized program requirements
- FDOT indication of desired approach (purchase or agreement)

**Task 2: Conceptual Documents/15%**

- Produce a critical path schedule to include design, permitting, procurement and construction logic
- Provide a preliminary budget
- Initiate geotechnical exploration
- Identify all permitting requirements and facilitate pre-submittal meetings with each regulatory agency
- Preliminary stormwater management calculations for verification of stormwater management infrastructure requirements
- Identify existing utilities and meet with Utilities (FPL, AT&T, Comcast, gas, City Water and Sewer)
- Kimley-Horn requires preliminary information from the MEP engineers for water, sewer, fire, and other utility connection locations, sizes, and elevations at building tie-in points within 5' of each building.
- Kimley-Horn requires preliminary utility demand information for each building for sizing of utility connections and coordination with utilities.
- Obtain and review the existing survey information available
- Create a preliminary concept master site plan based upon all information received to date to include, roads, hardscape, water, sewer, storm, fire and power
- Preliminary Stormwater management calculations (including information for stormwater volume required by FDOT from Arcadis) for sizing of retention/detention area and on-site exfiltration trench needs.
- Conduct one (1) conceptual design review meeting with client
- Pre-application meeting with City of Boynton Planning and Zoning
- Finalize a conceptual design layout to scale (Site Plan)
- 30% Preliminary Engineering Plans – grading high/low points, preliminary stormwater management system layout, preliminary utility layout and sizing of pipes and connections.
- Preliminary Traffic Engineering / Background Trips

**Deliverables:**

- Survey

- Geotechnical Report
- Conceptual Site Plan
- Preliminary Engineering Plans
- Conceptual Building Elevations and Floor Plans
- Preliminary Design Package (Budget/Permitting Timelines)
- Preliminary Cost Estimate

**Task 3: Schematic Documents / 30% progress Architectural / 75% progress Civil**

- Kimley-Horn requires final information from the MEP engineers for water, sewer, fire, and other utility connection locations, sizes, and elevations at building tie-in points within 5' of each building.
- Kimley-Horn requires final utility demand information for each building for sizing of utility connections and coordination with Utilities Department.
- Completion of Zoning/Site Plan Package (Site Plan / Preliminary Engineering / Landscaping and Irrigation / Elevations with Floor Plans / Photometric)
- Completion of Traffic Study and submittal to Palm Beach County Traffic Division
- Submittal of Site Plan to City of Boynton DART and receive first round of comments
- 75% Engineering Drawings (Erosion Control/Paving Grading Drainage/Utilities, Details, Notes) - plans ready for permit submittals
- Final stormwater management calculations for permit submittals, including stormwater management needs for FDOT from Arcadis
- Submittal of drainage calculations and Stormwater design to FDOT to facilitate shared use pond approval
- Estimate of Probable Cost from Contractor with assistance and input from Engineer of Record
- Prepare draft project schedule and budget
- Conduct schematic design team meeting with client
- Prepare final schedule and budget, list of assumptions, allowances, contingency etc.
- Submittal of Estimate of Cost proposal by Contractor

**3 - Additional Services**

**Surveys**

Provide a Topographic Survey to include the following: locate all improvements and utilities; obtain spot elevations on natural ground and existing improvements suitable for interpolation of one foot contours to be shown on the final drawing; cross-sections at 50 foot intervals along adjacent roadways; and two site benchmarks. The design contract

also includes a boundary survey based on updating and verifying the boundary survey provided by the City. Will need title report for this survey. Assumes legal and sketch for FDOT easement purposes.

**Geotechnical Engineering Services**

Our proposal includes borings across the site with some of the borings for the main building to depths of twenty five (25) feet. The remainder of the borings are between 10-20 feet deep. We will provide a geotechnical report with recommendations for building foundations, site preparation, pavements and storm water retention design parameters.

**Traffic Study**

Our design consultant will be responsible for the assessment of traffic necessary to support the project and satisfy the traffic concurrency requirements established by the City.

**Landscape Architectural Services**

Landscape Architectural Services shall be provided by the Design Team's registered Landscape Architect starting with input to the Site Master Plan. Conclusions of the accepted Master Plan shall define the scope of plantings, irrigation, hardscape and site lighting, which shall be developed and coordinated in the execution of design and construction services.

**Technology Design Services**

Schematic (30%) Technology Design Services consisting of voice-data systems, security systems, and audio-visual systems. The Technology Designer shall document system requirements, provide design of the accepted technology systems scope of work and coordinate thoroughly with the Architect and MEP/FP Engineers.

**Graphics and Signage Design**

Excluded

**Design Renderings for Public Meetings**

Excluded

**4 - Design Phase Contingency**

A design contingency is included for this phase to cover any services not specifically included in the scopes above or for any design or preconstruction services needed to cover scopes that are unknown at the time of the execution of this contract. The contingency will be for the design builder's use. All unused funds will be refunded to the City.

**5 - Indirect Costs**



---

**Reimbursables**

Allowance for all reimbursables during this phase. The design team will provide receipts as requested by the Client. All costs will be billed "at cost" with no markup. Excludes local mileage, phone, computer time, word processing time, and "entertainment".

**Project Management & Estimating Services**

All estimating time, project management services, meeting attendance, accounting, clerical requirements, scheduling, and cost studies are included.



**EXCLUSIONS:**

- Phase II Design Scope
- Construction documents, permitting, construction admin
- Design Renderings
- Impact Fees
- Permit Fees



June 19, 2017

Mark Hefferin  
President  
E2L Holdings, LLC  
1400 W. Fairbanks Ave., Suite 201  
Winter Park, FL 32789

**RE: Phase I Scope – Garage 8A and 8B**

Dear Mr. Hefferin:

Please accept this letter as the scope portion of the proposal for the Phase I efforts of the overall design-build delivery of the two parking garages in Boynton Beach, FL.

Project Overview:

- 8A Parking Garage: A ground plus six elevated level parking garage with upgraded exterior elevations and connectivity to the adjacent multi-family residential building.
- 8B Parking Garage: A ground plus three elevated level standalone parking garage with upgraded exterior elevations and a pedestrian canopy

**PHASE I – PRELIMINARY DESIGN-BUILD SERVICES**

This phase, which has sub-components is performed in advance of the Design-Build GMP Proposal.

- Phase I-A – Due Diligence and Coordination
- Phase I-B – Concept Design Documents
- Phase I-C – GMP Proposal

**PHASE I-A Due Diligence and Program Creation**

**Services**

This phase of the work provides those items necessary to develop a program each parking garage:

**Task 1: Review Existing Conditions**

- 1) Review site survey (survey by others)
- 2) Review geotechnical report (geotechnical report by others)
- 3) Perform site visit

**Task 2: Coordinate with City**

- 1) Meet with City to review project goals
- 2) Discuss program requirements for the parking garage

**Task 3: Coordinate with Team**

- 1) Coordinate with civil engineer, developer, and surrounding design/build teams
- 2) Identify limits of building footprint
- 3) Discuss location for power and transformer pads

- 4) Identify existing dry utilities/meet with dry/franchise utility providers
- 5) Preliminary information from MEP engineers for water/sewer/fire and other utility connection locations, sizes and elevations at building tie-in points within 5' of each building and preliminary demand calculations

**Task 4: Budget Verification**

- 1) Provide budget
- 2) Review of allowances, contingencies and clarifications

**Deliverables**

- 1) Summary of Work Document
- 2) Updated Budget

**Schedule**

The work described in Phase I-A will be completed within approximately four (4) weeks from a Notice to Proceed, and receipt of final survey and geotechnical engineering.

**PHASE I-B - CONCEPT DESIGN DOCUMENTS**

This phase includes the services necessary to further develop the Conceptual Design to include OWNER review comments. Finfrock will proceed with this phase of the work upon completion of Phase I-A. More specifically, the work of this sub-phase includes the following:

**Task 5: Design Documents**

- 1) Prepare concept/schematic design drawings for the parking garage project including the following:
  - a) Architectural:
    - i) Schematic layout showing entries/exits, parking spaces, stair/elevator core locations, room designation for any mechanical or program requirements.
    - ii) Exterior elevations
    - iii) Renderings
  - b) Structural:
    - i) Schematic foundation plan
  - c) Plumbing:
    - i) One line plumbing diagram, drain details
  - d) Electrical:
    - i) One line electrical diagram, lighting layout
  - e) Low voltage:
    - i) Show locations for any cameras, emergency phones, etc.
- 2) Provide required building design documents for site plan approval by others
- 3) Present concept plans to client for approval
- 4) Adjust concept per comments

**Task 6: Budget and Schedule Verification – Local Small Business Plan**

- 1) Updated estimate, updated contingencies, allowances and clarifications
- 2) Prepare project schedule with phasing and detail
- 3) Finalize Local and Small Business Plan
- 4) Present plans to client for approval
- 5) Adjust per comments

### Deliverables

- 1) Design Documents
- 2) Updated Summary of Work Narrative
- 3) Project Schedule
- 4) Local and Small Business Plan

### Schedule

The work described in Phase I-B will be completed within approximately six (6) weeks from a Notice to Proceed.

### **PHASE I-C - GMP PROPOSAL**

This phase includes the services necessary to further develop the Conceptual Design to include OWNER review comments. Finfrock will proceed with this phase of the work upon completion of Phase I-B. More specifically, the work of this sub-phase includes the following:

#### **Task 7: Development of Guaranteed Maximum Price Proposal**

- 1) Finalize owner comments from Phase I-B
- 2) Finalize subcontractor/vendor bid packages in accordance with Local and Small Business plan
- 3) Receive and analyze bids including recommendation of subcontract awards,
- 4) Finalize project construction schedule
- 5) Present Guaranteed Maximum Price Proposal to include schedule, detailed estimate, recommendation of major trade subcontract awards, site logistics plan, clarifications and assumptions, list of allowances and contingency detail.

### Deliverables

- 1) Guaranteed Maximum Price Proposal
- 2) Design Documents including plans and specifications
- 3) Draft of Design-Build agreement with clarifications and assumptions
- 4) List of allowance and contingencies
- 5) Project Schedule and Site Logistics Plan



### Schedule

The work described in Phase I-C will be completed within approximately four (4) weeks from the date of completion of phase I-B and Notice to Proceed.

All work will be based on the plan that the OWNER has reviewed in the Conceptual Phase (Phase I-B).

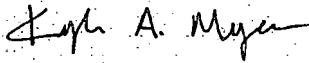
### Clarifications

Civil engineering is to be provided by others – utilities and their connections to be coordinated with points of connection approximately 5' out of the footprint. All Work Product (drawings, plans, specifications, etc.) created though this Phase I work shall remain the property of Finfrock with a limited license to use provided to Owner and City. Owner's limited license to utilize work product is contingent upon Finfrock being contracted for the full construction phase of the work, provided the project moves forward into the construction phase.

Please don't hesitate to contact me with any questions.

Sincerely,

FINFROCK



Kyle A. Myers, PE  
*Senior Project Executive*  
[kmyers@finfrock.com](mailto:kmyers@finfrock.com)  
407.367.2436 direct  
407.402.7318 mobile

## **HASKELL / BOYNTON BEACH REDEVELOPMENT INFRASTRUCTURE IMPROVEMENTS – PHASE I SCOPE OF WORK**

June 15, 25017

### **PHASE I – PRELIMINARY DESIGN-BUILD SERVICES**

This phase, which has sub-components, is performed in advance of the Design-Build GMP Proposal.

- Phase I-A – Due Diligence and Workshops
- Phase I-B – Concept Design Documents for GMP of Infrastructure (30-60% set)
- Phase I-C – GMP Proposal

### **PHASE I-A DUE DILIGENCE AND WORKSHOPS**

#### **Services**

This phase of the work provides those items necessary to develop an **Infrastructure Improvements** scope of work that meets all stakeholders' needs and involves the following:

#### **Task 1: Site Investigation: Data Collection for Infrastructure**

- 1) Initiate Survey for entire site
- 2) Initiate Geotechnical Services
- 3) Traffic Methodology meetings
- 4) Drainage/Utility meetings (City of Boynton/SFWMD)
- 5) Obtain and review existing site data (example: utilities, property boundaries, easements, existing site features, zoning, land use, future land use, topo, soils. Provided by others.) and understand grades that could influence tree preservation, FFE and retaining walls
- 6) Review public involvement history provided by City of Boynton.
- 7) Perform one site visit:
  - a) identify options for trees to remain
  - b) identify options for art locations
  - c) prepare site analysis (consider screen wall)
- 8) Understand project schedule, team communication system and agency review process
- 9) Coordinate with 10 site development teams plus Kimley - Horn (KH):
  - a) Understand facility operations and utilities
  - b) coordinate "back of house" uses
  - c) coordinate pedestrian, vehicular and visual connections
  - d) coordinate entrances with streetscape and create a sense of arrival with continuity of Town Square experience

#### **Task 2: Master Plan Guidelines**

- 1) Prepare Master Plan
  - a) create Master Plan showing program elements with associated parking
- 2) Meet with City and Developer for review and approval

*Note:* Assumes that city standards are in effect for new development and that a Development Guideline Book is not required for planning approval.

**Task 3: Prepare Concept for Kingdom Playground**

- 1) Attend on public workshop to understand stakeholders' vision
- 2) Prepare one concept plan
- 3) Meet with City to present plan and obtain approval and comment.

**Task 4: Public Art Program**

- 1) Meet with City and Developer to obtain vision of art program and identify existing art and desired art for display
- 2) Coordinate with Art Consultant and City on formalizing the plan for incorporating art into the project. Art Consultant by others
- 3) Agree on approach for art procurement and allowance to be included in the GMP in order solicit, select and commission and incorporate art installation

**Task 5: Tree Identification Plan**

- 1) Meet with City and Developer to review tree save options
- 2) Show specimen trees to remain on master plan

**Task 6: Coordinate with 10 Site Development Teams**

- 1) Identify limits of building footprint
- 2) Discuss location for power and transformer pads
- 3) Identify existing dry utilities/meet with dry/franchise utility providers
- 4) Obtain preliminary information from MEP engineers for water/sewer/fire and other utility connection locations, sizes and elevations at building tie-in points within 5' of each building and preliminary demand calculations
- 5) Traffic Analysis draft based on project limits
- 6) Pre-application meeting with City of Boynton Planning and Zoning

**Deliverables**

- 1) Updated Master Plan
- 2) Conceptual Design for Kingdom Park
- 3) Geotechnical Report
- 4) Master Survey of Existing Conditions
- 5) Report on utility needs for each parcel
- 6) Traffic Analysis

**Schedule**

The work described in Phase I-A will be completed within approximately ten (10) weeks from a Notice to proceed, and receipt of final survey and geotechnical engineering.

**PHASE I-B - CONCEPT DESIGN DOCUMENTS FOR GMP OF INFRASTRUCTURE (30-60% SET – INFO PROVIDED TO ANSWER COST AND CONSTRUCTABILITY)**

This phase includes the services necessary to further develop the Conceptual Design to include City and Developer review comments. Haskell will proceed with this phase of the work upon completion of Phase I-A. More specifically, the work of this sub-phase includes the following:

**Task 7: Refine Master Plan's- site specific layout sheets**

- 1) Site Demolition plans. Coordination for preservation items
- 2) Develop plan sheets at 1" = 40' for Master Plan infrastructure, grading high/low points, preliminary storm water management system layout and calculations, preliminary utility layout and sizing of pipes and connections, landscape, hardscape (parking, sidewalks), lighting and power plan, site amenities (benches, trash receptacles, flag poles, signage, bike racks, , water features)
- 3) Develop Maintenance of Traffic Plans
- 4) Obtain program from City and reach agreement on the scope for public spaces. Agree on allowances to be included in the GMP for the design and construction of:
  - a) amphitheater – AV, stage, speakers
  - b) new playground equipment, relocation of existing playground, soft deck, special features or shade structures
  - c) art location and structural supports for installation including accent lighting
  - d) water features, fountains, splash pad
  - e) all public park space including but not limited too new kingdom playground; and amphitheater park
- 5) Prepare materials and quantities to support GMP proposal
  - a) Include call outs, cuts sheets, product literature and plant schedule. Landscape design services to produce drawings for permit and construction to be included in GMP and performed in phase 2
- 6) Submittal of traffic study to Palm Beach County Traffic Division and receipt of first comments
- 7) Site plan processing and administration
- 8) Submittal of site plan application to City of Boynton Beach Planning and Zoning Development Action Review Team (DART)
- 9) Receipt of first comments from DART and attendance at DART meeting
- 10) One meeting to present concept plans to City and Developer for approval

**Task 8: Coordination with Utilities and Stormwater**

- 1) Address first round of comments from DART, City and Developer and incorporate into plans
- 2) Coordination meetings by civil engineer on water, sewer, storm vaults, site lighting (location on Civil plans) and power (includes final information/agreement with MEP engineers for water/sewer/fire and other utility connection location, sizes and elevations at building tie-in (5' from buildings). Note: Submittal to South Florida Water Management will in occur in phase 2, the purpose of further development of civil plans is to support estimating and GMP development.
- 3) Present concept plans to client for approval
- 4) Adjust concept per comments
- 5) 75% Engineering Drawings Completed (Erosion Control / Paving, Grading, and Drainage / Utilities / Lift Station Designs and Calculations / Phasing Plans / Details / Notes)
- 6) 75% water/sewer plans suitable for permit submittals
- 7) 75% Storm water management plans and calculations suitable for regulatory agency permit submittals

**Task 9: Budget and Schedule Verification**

- 1) Updated estimate to include budget with detail, updated contingencies, allowances and clarifications
- 2) Updated project schedule with phasing and detail
- 3) Incorporate Local and Small Business Plan as agreed to by Developer and City
- 4) Present plans to client for approval
- 5) Adjust per comments

**Deliverables**

- 1) Master Plan's site specific concept plans with materials and quantities
- 2) DART comments
- 3) 75% Civil Engineering Plans – Water, Storm, Sewer
- 4) Utilities Permit Applications – Water, Sewer, Storm
- 5) Site Electrical "pricing level" Plans
- 6) Cut sheets on FFE, Fixtures and Equipment
- 7) Detailed Budget
- 8) Project Schedule

**Schedule**

The work described in Phase I-B will be completed within approximately eight (8) weeks from a Notice to Proceed.

**PHASE I-C - GMP PROPOSAL**

This phase includes the services necessary to further develop the Conceptual Design to include City and Developer review comments. Haskell will proceed with this phase of the work upon completion of Phase I-B. More specifically, the work of this sub-phase includes the following:

**Task 10: Development of Guaranteed Maximum Price Proposal and Contract**

- 1) Finalize City and Developer comments from Task 9 workshop into an addendum
- 2) Finalize subcontractor/vendor bid packages in accordance with Local and Small Business plan for advertisement and solicitation of proposals
- 3) Advertise Bid Packages,
- 4) Receive, analyze, and provide bid tabulations including recommendation of subcontract awards,
- 5) Finalize project construction schedule
- 6) Present Guaranteed Maximum Price Contract to include schedule, detailed estimate, bid tabulations, clarifications and assumptions, list of allowances and contingency detail.

**Deliverables**

- 1) Guaranteed Maximum Price Contract
- 2) Design Documents utilized for "pricing" GMP
- 3) Clarifications and assumptions
- 4) List of allowance and contingencies
- 5) GMP Book with detail estimate, bid tabulations and project schedule

### Schedule

The work described in Phase I-C will be completed within approximately four (4) weeks from the date of completion of phase I-B and Notice to Proceed.

All work will be based on the plan that the City and Developer has reviewed in the Conceptual Phase (Phase I-B).

### Clarification

Phase I services do not include, platting, zoning, land acquisition or securing entitlements. Permit and permit related costs excluded. Reimbursable budgets for survey and geotechnical engineering are included and to be coordinated by Haskell. A **reimbursable budget** for travel and misc. costs to support the Phase 1 deliverables is included. The City of Boynton Beach standard details to be utilized for civil, hardscape and landscape design. The amphitheater and splash pad design services and cost of work to be carried in the GMP proposal and completed in phase 2 upon approval and notice to proceed. Does not include a tree survey or arborist report, if required to obtain a permit, this will be negotiated separately to avoid schedule impact or included in the GMP to be performed in phase 2.



June 29, 2017

Mark Hefferin  
President  
E2L Holdings, LLC  
1400 W. Fairbanks Ave., Suite 201  
Winter Park, FL 32789

Re: Phase 1 Scope – Boynton Beach High School

Dear Mr. Hefferin:

Please accept this letter as the scope portion of the proposal for Phase 1 of the Historic Boynton Beach High School.

Project Overview:

- Renovation of the Historic High School

#### **PHASE 1 – PRELIMINARY DESIGN-BUILD SERVICES**

The following sub-components are performed in advance of the Design Build GMP Proposal also known as Phase 1:

- **STAGE 1**
  - **PRECONSTRUCTION SERVICES & DESIGN/BUILD COORDINATION**
    - **General Conditions & Requirements**
      - Preconstruction
      - Project Management and Supervision
      - Contingency
    - **Architecture, Engineering and Design Costs**
      - REG descriptive narrative attached
    - **Performance and Payment Bonds**
    - **General Liability Insurance**
    - **Management Fee**
- **STAGE 2**
  - **EXISTING CONDITIONS & ENVIRONMENTAL**
    - **Selective removal of the following items \*Subject to change based on abatement**
      - General building clean up per 6-27-17 meeting at CRA
- **STAGE 3**
  - **ABATEMENT AND REMEDIATION COORDINATION (not reflected in Straticon cash flow report)**

- **STAGE 4**
  - **DRY IN & MAKE SAFE**
    - **OPTIONAL SHRINK WRAP - UNDER REVIEW**
    - **CONCRETE**
      - Stabilize - Temporary repairs for safe working conditions
    - **MASONRY**
      - StabilizE - Temporary repairs for safe working conditions
    - **METALS**
      - StabilizE - Temporary shoring for safe working conditions
    - **WOODS/PLASTICS**
      - Stabilize - Temporary bracing for safe working conditions
    - **THERMAL & MOISTURE PROTECTION**
    - **OPENINGS – WINDOWS/DOORS**
      - Temporary doors/openings for safety and security
    - **HVAC**
      - Cut/Cap make safe
    - **PLUMBING**
      - Cut/Cap make safe
    - **ELECTRICAL**
      - Cut/Cap make safe
- **STAGE 5**
  - **SELECTIVE DEMOLITION**
    - TBD – MEETING ON 7-6-17 WITH CARDNO AND CROSS CONSTRUCTION

#### Schedule

Phase 1 is tentatively scheduled for the months of July 2017 through November 2017, this schedule may be subject to change depending on date of signed contract and approved funding

Thank you,

Straticon LLC  
451 SE Federal Highway  
Stuart, FL 34994



# REG ARCHITECTS, INC.

ARCHITECTURE \* INTERIOR DESIGN \* PLANNING

June 23, 2017

Jeff Hardin, President  
Straticon Construction Services  
800 SE Monterey Commons Blvd., Ste. 202  
Stuart, FL 34996

## Boynton Beach High School Rehabilitation Scope of Work & Deliverables

### Phase I: Evaluation/Stabilization/As-Built/Design

#### **Overview:**

Assist in evaluating condition of historically designated building. Assist in identifying emergency repairs required to stabilize building and coordinate with environmental assessment. After stabilization is complete provide existing building documentation and complete As-Built documents ready for programming and design. Meet with City to program temporary and permanent spaces. Use information to provide design documents for review. Once reviews are complete, coordinate with consultants to provide documentation sufficient to obtain GMP pricing.

#### **Proposed Project Program:**

#### **Phase I. Architectural and Engineering Services**

##### **A. Selective Demo/Preliminary Evaluation/Environmental Assessments:**

- Assist Construction Manager (CM) with critical areas of investigative evaluation, provide mapping and descriptive locations for selective demolition required to expose structural and other significant elements/systems for evaluation. Receive and review photo/descriptive documentation from CM to include in future documentation and planning.
- Review environmental reports for coordination in subsequent phases regarding historic rehabilitation and environmental remediation.
- Assist with recording conditions with photography and other means as required for documentation, archiving and use in subsequent planning phases.

#### **Deliverables:**

1. Floor and/or elevations as required to map out and describe selective demolition work.
2. Assemble and organize building condition photographs taken by REG and submit for archiving for future use.

300 Clematis Street, 3rd Floor, West Palm Beach, FL 33401

Phone: (561) 659-2383 • Fax: (561) 659-3546

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AA 0002447

EST. 1988

**B. Stabilization:**

- Assemble and evaluate information from Phase 1A. Plan for immediate building needs such as drying-in, appropriate building ventilation/ dehumidification, structural repairs required, securing building from human and animal entry and other items found to be required to prevent further deterioration of building during planning and design process.

**Deliverables:**

1. Provide assessment reports and directives as needed.

**C. Building Evaluation/As-Built Documentation:**

- Gather information on existing conditions.
- Measure and photo document existing conditions as well as utilize existing archived construction documents to complete As-Built drawings for use in subsequent Planning and Design phases.
- Consultant assessment of existing systems primarily focusing on structural and MEP requirements for subsequent planning and design phases.

**Deliverables:**

1. Photographs of existing conditions.
2. Measurements required for As-Built drawings.
3. As-Built documents which will include floor plans, elevations and building sections along with selected photographs of key conditions.
4. Preliminary Structural and MEP assessments (MEP only if required).

**D. Conceptual/Temporary Staff Relocation Programming/Final Programming:**

- Meet with City staff to determine temporary staffing and equipment requirements for space allocation and system needs until permanent facilities are completed. Coordinate with facilities schedule.
- Meet with City staff and Stakeholders to obtain information needed in programming permanent staff requirements.
- For both temporary and permanent programming provide separate spread sheets and plan diagrams to be used in subsequent planning and design phases.
- Develop conceptual design plans with minimal consultant involvement, for City staff and Stakeholder review and sign-off.

**Deliverables:**

1. Recording of programming meeting to include spread sheets of spatial requirements, staffing and system requirements.
2. Diagram plans and spread sheets of City equipment that requires relocation.
3. Conceptual designs that include sketches and bubble diagram floor plans.
4. Preliminary elevation sketches.

## **Phase II. Architectural and Engineering Services**

### **Overview:**

Coordinate with consultants and finalize construction documents which will be used for final pricing and building permit submittal. Assist CM in pricing and sub-contractor questions. Complete, with CM, the construction process, obtain Certificate of Occupancy.

### **A. Construction Documents (CD):**

- Based on approved Design Development Documents and any other adjustments approved/authorized by the Client, REG shall prepare Construction Documents consisting of detailed drawings and specifications book, setting forth in detail the requirements for construction, code compliance, and any required phasing to make sure the schedule is followed.

### **Deliverables:**

All drawings submitted in the Design Development Phase will be further developed to reach Construction Documents level. In addition to the Deliverables included in the Design Development Phase, the following documents will be provided in this phase:

- Architectural. (Approx. 22 sheets)
  1. Roof Details
  2. Doors and Windows Details
  3. Stairs and Elevators Details
  4. Architectural Site Details
  5. Interior Design: (Approx. 6 sheets)
  6. Furniture and Equipment Schedules
- Structural: (Approx. 10 sheets)
  1. Foundation, Columns, Beams, and Trusses Schedules
  2. Wind Pressures Schedules
  3. Structural Details
  4. Specifications and Notes
- MEP/FP: (Approx. 24 sheets)
  1. Mechanical, Electrical, and Plumbing Notes, and Specifications
  2. Mechanical, Electrical, and Plumbing Schedules and Riser Diagrams
  3. Exhaust and Outside Air Calculations
  4. Energy Calculation
  5. Plumbing Fixture Schedules

### **B. Pricing and Permitting (BP):**

- REG shall provide (3) full sets of Signed & Sealed Construction Documents necessary for permitting to Straticon for issuance to the local building department for review. The Architect shall not be responsible for any permitting, review applications, fees, or printing costs. After submittal, REG and its Consultants will address any comments or revisions required by the City of Boynton Beach.

300 Clematis Street, 3rd Floor, West Palm Beach, FL 33401

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- REG shall assist the Contractor and respond to any request for information for the final Budget update.

**C. Construction Administration (CA):**

- Task 1: Selective Demolition.
- Task 2: Historic Rehabilitation and Adaptive Reuse
- Task 3: Punch List and CO

**Deliverables:**

1. Monthly field reports shall be provided based onsite observations.
2. Regularly scheduled site visits for jobsite meetings
3. RFI responses
4. Shop drawings review
5. Change orders and Pay Applications review

**Exclusions**

Multiple preliminary designs; Marketing material; surveys; geotechnical reports; field testing; special inspections; environmental assessments; surveys and reports; traffic studies; site planning; Civil Engineering; Landscape Design; building information modeling; security, technology, audio visual, theater, audio, performing design and information systems design; low voltage system design; food service design; Acoustical reports and design; pool and fountain design; furniture and equipment (FFE) purchasing; as-constructed record drawings, detailed cost estimating; on-site project representation; system commissioning; sustainable/environmental design (green); unforeseen conditions or changes to the project scope of work.

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**\*Basic Overview / Deliverables plus A&E Fees/Narrative - Attached**

June 23, 2017 / Revised June 27, 2017

<b>TASKS</b>			<b>BUDGET NOS.</b>	
1A	N.I.C.	Selective Demo / Abatement / Historic Feature	July-17	N.I.C.
		*REG Coordination / Documentation		
1B	2%	Drying in + Ventilation (Dry out)	July-17	\$15,000.00
		*REG and Structural (narrative)		
1C	4%	Building Evaluation/As-Built Documentation	August-17	\$32,000.00
		*REG and Structural (narrative)		
1D	6%	Conceptual (A&E Services)	August-17	\$46,000.00
		*REG / Structural / MEP		
1E	15%	Schematic Design (A&E)	September-17	\$113,000.00
		*REG / Structural / MEP		
1F	20%	Design Development (A&E)	October-17	\$147,000.00
		*REG / Structural / MEP		
<b>Sub Total</b>			<b>\$353,000.00</b>	

Straticon (GMP) Guaranteed Max. Price

2A	38%	Construction Documents	November-17	\$ 287,000.00
2B	5%	Bidding / Permitting	December-17	\$35,000.00
2C	10%	Construction Administration - 12 months	Jan - Oct. 2018	\$75,000.00
<b>Sub Total</b>			<b>\$ 397,000.00</b>	
<b>GRAND TOTAL</b>			<b>\$750,000.00</b>	

100%

**STRATICON BB HS PHASE I D/B CASH FLOW PROJECTION**

			JULY 2017	AUGUST 2017	SEPT 2017	OCT 2017	NOV 2017
010000	GENERAL CONDITIONS	\$65,674.00	\$ 13,134.80	\$ 13,134.80	\$ 13,134.80	\$ 13,134.80	\$ 13,134.80
010100	PRE-CONSTRUCTION	\$60,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
010200	PROJECT MANAGEMENT/SUPERVISION	\$101,000.00	\$ 20,200.00	\$ 20,200.00	\$ 20,200.00	\$ 20,200.00	\$ 20,200.00
010300	CONTINGENCY	\$100,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
010400	ARCH/ENGINEERING/DESIGN COSTS	\$350,000.00	\$ 15,000.00	\$ 32,000.00	\$ 46,000.00	\$ 112,000.00	\$ 145,000.00
010500	P & P BOND	\$16,614.00	\$16,614.00	\$ -	\$ -	\$ -	\$ -
010600	GENERAL LIABILITY INSURANCE	\$16,812.01	\$16,812.01	\$ -	\$ -	\$ -	\$ -
010700	FEE	\$99,300.00	\$ 19,860.00	\$ 19,860.00	\$ 19,860.00	\$ 19,860.00	\$ 19,860.00
020000	EXISTING CONDITIONS	\$620,000.00	\$ 170,000.00	\$ 120,000.00	\$ 110,000.00	\$ 110,000.00	\$ 110,000.00
030000	CONCRETE - MAKE SAFE CONDITIONS	\$10,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
040000	CMU/MASONRY - STABILIZE / MAKE SAFE	\$7,600.00	\$ -	\$7,600.00	\$ -	\$ -	\$ -
050000	METALS - STABILIZE / MAKE SAFE	\$10,000.00	\$ -	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ -
060000	WOODS/PLASTICS - BRACING/SHORING	\$7,000.00	\$ -	\$7,000.00	\$ -	\$ -	\$ -
070000	THERMAL / MOISTURE PROTECTION	\$6,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
080000	OPENINGS - MAKE SAFE	\$5,000.00	\$ -	\$5,000.00	\$ -	\$ -	\$ -
220000	PLUMBING - CUT/CAP MAKE SAFE	\$7,500.00	\$7,500.00	\$ -	\$ -	\$ -	\$ -
230000	HVAC - CUT/CAP & MAKE SAFE	\$7,500.00	\$7,500.00	\$ -	\$ -	\$ -	\$ -
260000	ELECTRICAL - CUT/CAP & MAKE SAFE	\$10,000.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -
		<b>\$1,500,000.00</b>	<b>\$ 323,621</b>	<b>\$ 273,128</b>	<b>\$ 252,528</b>	<b>\$ 310,528</b>	<b>\$ 340,195</b>

PHASE I:	\$1,500,000.00	15%
PHASE II:	\$8,614,931.00	85%
	<b>\$10,114,931.00</b>	<b>100%</b>

**INTERLOCAL AGREEMENT BETWEEN THE CITY  
OF BOYNTON BEACH AND THE BOYNTON  
BEACH COMMUNITY REDEVELOPMENT  
AGENCY FOR THE FUNDING OF CERTAIN  
PORTIONS OF THE TOWN SQUARE PROJECT**

THIS AGREEMENT is made this 17 day of July, 2017 by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, ("City"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("CRA") (individually and collectively, the "Party" or "Parties").

**WITNESSETH:**

**WHEREAS**, the 2016 Boynton Beach Community Redevelopment Plan ("Plan") calls for the redevelopment of the Cultural District and the Boynton Beach Boulevard District as those Districts are described in the Plan; and

**WHEREAS**, the City and the CRA desire to provide funding for a project known as the Town Square Redevelopment Project ("Project"), which falls within the CRA boundaries, and more specifically, in the Cultural District and the Boynton Beach Boulevard District; and

**WHEREAS**, the City has contracted with E2L, LLC for the Project under the "Town Square Project-Phase I Services Agreement;" and

**WHEREAS**, the Project furthers the CRA's Community Redevelopment Plan ("Plan") because the Project will help prevent and eliminate slum and blight within the Redevelopment Area, and will provide the opportunity to redevelop the area within the Project ("Project Area") in accordance with the Plan; and

**WHEREAS**, the CRA is limited by § 163.370(3), Florida Statutes from making certain expenditures; and

17 JUL 17 PM 4:46  
CITY OF BOYNTON BEACH  
CITY CLERK'S OFFICE

**WHEREAS**, the CRA desires to reimburse the City for certain expenses related to the Project that are not prohibited by the Florida Statutes; and

**WHEREAS**, the CRA Board finds that this Agreement, and the use of the CRA's funds to implement a portion of the Project is consistent with the Community Redevelopment Plan and Florida Statutes; and

**WHEREAS**, the CRA and the City find that this funding agreement serves a municipal and public purpose, furthers the Plan, and is in the best interest of the health, safety, and welfare of the residents and business owners within the Community Redevelopment Area;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1.     **Recitals.** The recitals set forth above are hereby incorporated herein.
2.     **Obligations of the CRA.** The CRA shall provide funding to the City in the maximum amount of \$2,100,000 to be used for reimbursement of certain costs not prohibited by § 163.370(3), Florida Statutes after receipt of a request meeting the requirements of this paragraph. Upon receipt of a complete, written request from the City, the CRA shall make payments to the City on a quarterly basis for the reimbursement of direct expenses related to the Project related activities consistent with the Plan. In order to be deemed complete, the written request from the City for payment must include copies of receipts and invoices indicating the amount and the purpose for the payment for which the City is seeking reimbursement. The CRA shall remit payment to the City within thirty (30) days of receipt of a complete request from the City.

3.     **Obligations of the City.**



- a. The City shall ensure funds provided by the CRA are not used for any purposes prohibited by § 163.370(3), Florida Statutes, or otherwise prohibited by law.
- b. The City shall ensure that the Project is designed and constructed in compliance with the Plan.
- c. On a quarterly basis, at the same time it submits any request for reimbursement, the City shall provide a written report to the CRA documenting the status of the Project and the compliance of the Project with the Plan.
- d. The City shall be responsible for overseeing the Project and contracting with E2L, LLC and other entities as necessary to effectuate the Project, but shall coordinate with the CRA concerning compliance with the Plan.
- e. Upon request from the CRA or an authorized agent of the CRA, including the Executive Director and the CRA Attorney, the City shall provide all documents reasonably requested by the CRA or CRA's agent concerning compliance with this Agreement, specifically including any documentation concerning compliance with § 163.370(3), Florida Statutes.

4. The Parties agree that the CRA shall be responsible only for providing reimbursement for certain expenses for the Project, as more specifically identified in Exhibit A, and shall not otherwise be responsible for effectuating the Project.

5. The City shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its

employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of the Project. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the City as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the City to indemnify the CRA for its own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

6. **Term of the Agreement.** This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and shall terminate on September 30, 2018 ("Termination Date"). The CRA shall not be required to reimburse the City for any requests submitted after the Termination Date. The term of the Agreement may be extended one time for a period of one year and may only be extended upon approval by the CRA Board and upon the appropriation of CRA funds for intended purposes of this Agreement in the subsequent fiscal year's budget. Such extension is only effective upon the execution of a written amendment signed by both Parties. Nothing in this paragraph shall be construed so as to affect a Party's right to terminate this Agreement in accordance with other provisions in this Agreement.

7. **Records.** The City and the CRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles.

Each Party shall have access to the other Party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least 1 year after the termination of the Agreement.

8. **Filing.** The City shall file this Interlocal Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes

9. **Default.** If either Party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other Party, the Party giving notice of default may terminate this Agreement through written notice to the other Party, and may be entitled, but is not required, to seek specific performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents of the City and Redevelopment Area. Failure of any Party to exercise its right in the event of any default by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any rights related to the other Party's failure to perform unless such waiver is in writing and signed by both Parties. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity.

10. **No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any rights in any third parties that are not signatories to this Agreement.

11. **Compliance with Laws.** The City and the CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

12. **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the Parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

13. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be achieved. To that end, this Agreement is declared severable..

14. **Governing Law and Venue.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

15. **No Discrimination.** Parties shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

16. **Notice.** Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice.

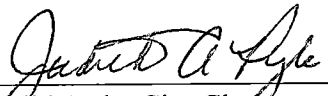
CITY:	Lori LaVerriere, City Manager City of Boynton Beach 100 E. Boynton Beach Boulevard Boynton Beach, FL 33435
CRA:	Michael Simon, Interim Executive Director Boynton Beach CRA 710 N. Federal Highway Boynton Beach, Florida 33435
Copies To:	James A. Cherof Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308  Tara Duhy, Esquire Lewis, Longman & Walker, P.A. 515 North Flagler Drive, Suite 1500 West Palm Beach, Florida 33401

17. **No Transfer.** The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party.

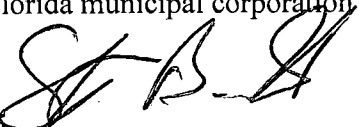
18. **Interpretation.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties.

**IN WITNESS WHEREOF,** the City and the CRA hereto have executed this Agreement as of the date set forth above.

ATTEST:

  
\_\_\_\_\_  
Judith Pyle, City Clerk

CITY OF BOYNTON BEACH,  
a Florida municipal corporation

By:   
\_\_\_\_\_  
Steven B. Grant, Mayor

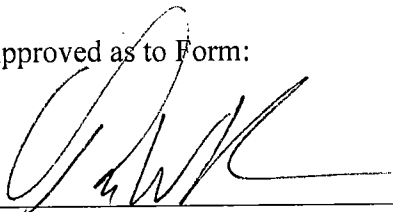
Approved as to Form:

  
\_\_\_\_\_  
Office of the City Attorney

(SEAL)



Approved as to Form:

  
\_\_\_\_\_  
Office of the CRA Attorney

BOYNTON BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By:   
\_\_\_\_\_  
Steven B. Grant, Chair

# FIRST ADDENDUM TO THE INTERLOCAL AGREEMENT

**FIRST ADDENDUM TO THE INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BOYNTON BEACH AND THE  
BOYNTON BEACH COMMUNITY REDEVELOPMENT  
AGENCY FOR THE FUNDING OF CERTAIN PORTIONS  
OF THE TOWN SQUARE PROJECT.**

This FIRST ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF CERTAIN PORTIONS OF THE TOWN SQUARE PROJECT ("First Addendum") is entered into by and between the City of Boynton Beach (City) and the Boynton Beach Community Redevelopment Agency (CRA) (collectively referred to as the "Parties").

WHEREAS, the Parties entered into the INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF CERTAIN PORTIONS OF THE TOWN SQUARE PROJECT (Agreement) on June 13, 2017; and

WHEREAS, the Parties wish to make certain additions to the Agreement;

NOW THEREFORE, in consideration of the promises contained herein and in the Agreement, the sufficiency of which both Parties hereby acknowledge:

- 1) **Incorporation.** The recitals and other information above is hereby incorporated herein as if fully set forth.
- 2) **Addition.** The Agreement is now amended to include the following:

**Additional Obligations of the CRA.** The CRA shall provide additional funding to the City in the maximum amount of Two Million Five Hundred Thousand and 00/100 dollars (\$ 2,500,000) consistent with the approved CRA Fiscal Year Budget 2017-2018 and adopted by Resolution R17-02 to be used for reimbursement of certain costs not prohibited by § 163.370(3), Florida Statutes after receipt of a request meeting the requirements of this paragraph. Upon receipt of a complete, written request from the City, the CRA shall make payments to the City on a quarterly basis for the reimbursement of direct expenses for the Town Square Project related activities consistent with the Plan. In order to be deemed complete, the written request from the City for payment must include copies of supporting documents, including but not limited to, applicable contracts, receipts and invoices indicating the amount and the purpose for the payment for which the City is seeking reimbursement. The CRA shall remit payment to the City within thirty (30) days of receipt of a complete request from the City.



- 3) **General.** Except as expressly set forth in this First Addendum, the Agreement is unmodified and remains in full force and effect, and is hereby ratified and confirmed by the CRA and the City. This First Addendum may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the Parties and each of which shall be deemed an original. To the extent of any conflict between the Agreement and this First Addendum, this First Addendum shall control.

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

Approved as to Form:

**BOYNTON BEACH COMMUNITY  
REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Office of the CRA Attorney

By: \_\_\_\_\_  
Steven B. Grant, CRA Chairman

Approved as to Form:

**CITY OF BOYNTON BEACH**

\_\_\_\_\_  
Office of the CITY Attorney

By: \_\_\_\_\_  
Steven B. Grant, Mayor

CHANGE ORDER

# CHANGE ORDER NO. OCO-0001

PROJECT:  
BOYNTON BEACH HIGH SCHOOL PHASE 1  
#171295  
125 E Ocean Avenue  
Boynton Beach, FL 33435

CHANGE ORDER NUMBER: OCO-0001  
Date: 16-Nov-2017

OWNER: ☐  
ARCHITECT: ☐  
CONTRACTOR: ☐  
FIELD: ☐  
OTHER: ☐

TO CONTRACTOR:  
STRATICON  
451 SW Federal Hwy  
Stuart FL 34994 United States of America

## THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

EXT001 External Change Order: Phase 1 Extension \$1,500,000.00

Div. 4	Window Opening Reinforcement	\$ 171,171.00
Div 5 & 6	Structural Framing	\$ 150,000.00
Div. 6	Gym Roof T&G	\$ 173,000.00
Div. 6	Flat Roof Decking	\$ 26,697.82
Div. 7	Roof	\$ 238,000.00
Div. 8	Windows	\$ 460,479.00
Div. 9	Exterior Blasting	\$ 46,000.00
Div. 9	Exterior Paint	\$ 39,000.00
	SUBTOTAL	\$ 1,304,347.82
	OHP & GC's	\$ 195,652.17
	TOTAL	\$ 1,500,000.00

The original Contract Sum was	\$1,500,000.00
The net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was	\$1,500,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$1,500,000.00
The New Contract Sum Including This Change Order	\$3,000,000.00
The Contract Time Will Not Be Changed	
The date of Substantial Completion as of the date of this Change Order therefore is	

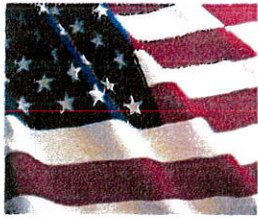
NOTE:\*This will fund the project up until February 28, 2018.\*

This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

## NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER

E2L Holdings, LLC	STRATICON	City of Boynton Beach
DEVELOPER (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
1400 W. Fairbanks Ave., Suite 201 Winter Park, Florida 32789 USA	451 SW Federal Hwy Stuart FL 34994 United States of America	100 E Boynton Beach Blvd, Boynton Beach, FL 33425 USA
ADDRESS	ADDRESS	ADDRESS
Mark Hefferin	Jeff Hardin	Colin Groff
(Typed Name)	(Typed Name)	(Typed Name)
BY (Signature)	BY (Signature)	BY (Signature)
	11/16/2017	
DATE	DATE	DATE

**A  
P  
C  
S**



**A.P. Construction Services, LLC**

1791 Blount Road, Suite #603  
Pompano Beach, Florida 33069  
Phone: 954.366.1785 Fax: 954.532.0373  
rmgm@apcsfla.com  
CGC#1521117



② ③ ④ ⑧  
④

**Straticon Construction**  
800 SE Monterey Blvd  
Stuart, FL 33496

**Budget Pricing Only**

October 20, 2017

**Job Site: Boynton Beach High School**  
114 East Ocean Blvd.  
Boynton Beach, FL

**Window Structural Repair as per  
Approved Protocol**

ITEM	Window Size	Quantities	Unit Price	Cost
1	3'6" x 7'6"	10	\$895.00	\$8,950.00
2	2'6" x 5'6"	8	\$780.00	\$6,240.00
3	3'6" x 5'6"	1	\$880.00	\$880.00
4	3'8" x 8'0"	25	\$965.00	\$24,125.00
5	1'6" x 3'0"	10	\$722.00	\$7,220.00
6	3'0" x 4'6"	12	\$780.00	\$9,360.00
7	2'4" x 6'4"	6	\$775.00	\$4,650.00
8	3'0" x 6'2"	4	\$650.00	\$2,600.00
9	3'0" x 4'6"	1	\$780.00	\$780.00
10	2'6" x 4'6"	1	\$890.00	\$890.00
11	3'8" x 6'2"	3	\$960.00	\$2,880.00
12	2'4" x 2'4"	8	\$525.00	\$4,200.00
13	3'6" x 7'6"	10	\$895.00	\$8,950.00
14	3'6" x 5'6"	2	\$760.00	\$1,520.00
15	3'8" x 8'0"	11	\$965.00	\$10,615.00
16	3'8" x 6'8"	12	\$940.00	\$11,280.00
17	3'8" x 4'6"	6	\$770.00	\$4,620.00
18	1'8" x 3'0"	10	\$620.00	\$6,200.00
19	3'0" x 4'6"	14	\$720.00	\$10,080.00
20	2'6" x 5'0"	4	\$690.00	\$2,760.00
21	1'4" x 3'0"	10	\$545.00	\$5,450.00
22	3'8" x 3'8"	3	\$545.00	\$1,635.00

**A  
P  
C  
S**



# **A.P. Construction Services, LLC**

1791 Blount Road, Suite #603  
 Pompano Beach, Florida 33069  
 Phone: 954.366.1785 Fax: 954.532.0373  
 rmgm@apcsfla.com  
 CGC#1521117



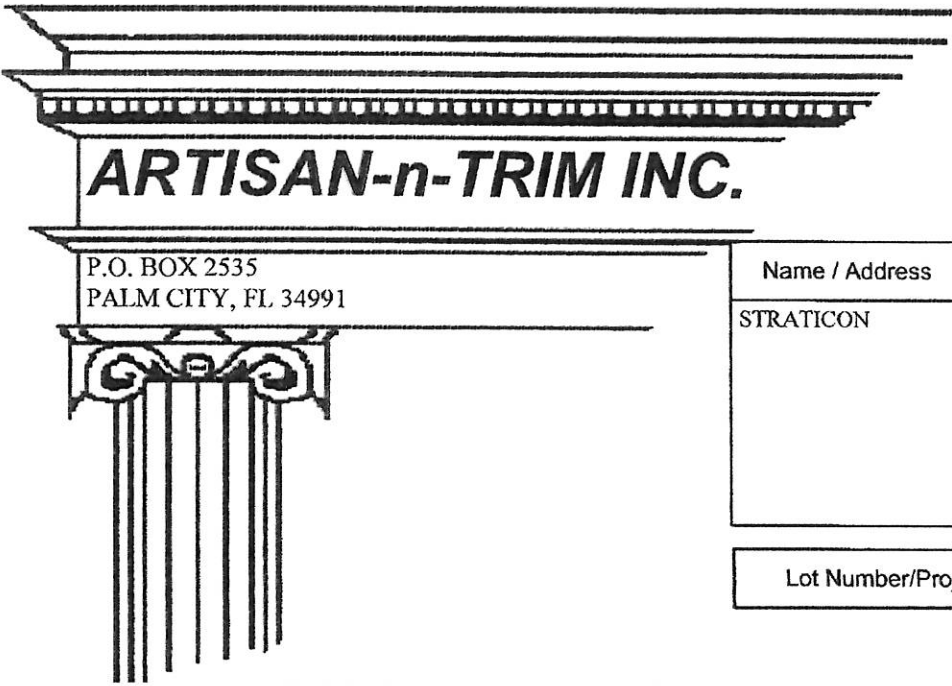
ITEM	Window Size	Quantities	Unit Price	Cost
23	2'6" x 5'6"	5	\$635.00	\$3,175.00
24	3'8" x 3'8"	18	\$545.00	\$9,810.00
25	2'6" x 2'0"	2	\$520.00	\$1,040.00
26	Aerial Lift - per month rental	3	\$1,900.00	\$5,700.00
27	MOBILIZATION, GENERAL CONDITIONS, SITE PROTECTION, EQUIPMENT RENTAL & DISPOSAL	1	10%	\$15,561.00
	TOTAL ESTIMATED COST			<b>\$171,171.00</b>

Thank you,

*Richard Murray*

This is budget prining only, hard numbers will be presented upon approval.





**ARTISAN-n-TRIM INC.**

Name / Address

Lot Number/Project

Signature \_\_\_\_\_

6

# Proposal



**GLEN D. ROBISON  
CUSTOM CARPENTRY, INC.**

P.O. Box 798 • Palm City, Florida 34991

Phone: (561) 223-0458 • Fax: (561) 223-9618

PROPOSAL SUBMITTED TO <u>Stratton</u>		PHONE	DATE <u>9/24/17</u>
STREET <u>Stuart Fl.</u>		JOB NAME <u>Barton Beach High School</u>	
CITY, STATE and ZIP CODE		JOB LOCATION <u>SAME</u>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We propose hereby to furnish material and labor -- complete in accordance with applications below, for the sum of:

ONE HUNDRED Eighty Nine Thousand Five Hundred 9/100 dollars (\$ 189,500.90)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized  
Signature

Glen D. Robison President

Note: This proposal may be  
withdrawn by us if not accepted within 30 days.

We hereby submit specifications and estimates for:

Materials & Labor to install 1x6 T&G #2 on  
the Auditorium Ceiling & #2 1x6 on Stage Ceiling

All Scaffolding & Power Lifts supplied by STRATTON or  
others

Includes Fasteners, T&G #2 and Labor to complete  
Requested Task

RLH Builders LLC  
4171 S.E. Robert Loop Rd.  
Stuart, FL 34997  
772-215-4692

# Estimate

Date	Estimate #
9/29/2017	16-0433

Name / Address
Straticon Construction Boynton Bch. High School

			Project
Description	Qty	Rate	Total
Supply and install #2 2 x 6 tongue and groove pine on gym and stage ceilings.		198,000.00	198,000.00
<div>E-MAILED 9-29-17 BRIAN P.</div>			
Thank you for the estimate opportunity. Hope to do business with you! Thank you, Ron/ RLH Builders			<b>Total</b> \$198,000.00

Any alteration or deviation from the above scope of work involving extra costs will be executed only upon written order and will become an extra charge to be agreed upon between the owner and contractor. ( Change Order)





## ***PROPOSAL***

**September 27, 2017**

**Submitted To: Estimating**

**Work Performed At: Historic Boynton Beach  
High School**

**114 East Boynton Ocean Blvd**

**Boynton Beach, FL 33435**

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following:

Install roofing system to meet or exceed the current governing building codes on this new construction Job.

### **Scope of Work: Wood Flat Deck.**

- Mechanically fasten with PP28 base sheet per engineered fastening pattern.
- Solidly Mop 3" Base Layer ISO and 1/4" Tapered ISO - R19
- Solidly Mop 1/2 inch retro fit board
- Solidly mop a Dynabase to the retro fit board in hot asphalt.
- Solidly mop a Dynaglas FR CR in hot asphalt over the Dynabase
- Supply and install 24-gauge Counter Flashing and Scuppers
- 2 ply wall flashings per Manuf.
- Install lead at all drains
- Supply and install Roof Hatch
- Permaflash all penetrations per Johns Manville specifications.
- **A Twenty year (20) NDL warranty will be furnished upon final payment.**
- Licenses, insurance, permits, hoisting, Engineering, dumpsters, safety, labor and materials included.

**Excludes:** Mechanical, electrical, plumbing work, Roof Ladders, drains

**Tear-Off of roofing material and deteriorated decking by others. Wood Decking by others**

### **Scope of Work: Wood Flat Deck at GYM.**

- Loose lay PP28 base sheet
- Loose lay 3.3" Base Layer ISO - R19
- Mechanically Fasten Dynafast 180 HW per engineered fastening pattern.
- Solidly Torch a Dynaweld Cap FR CR
- Supply and install 24-gauge Counter Flashing

**Main Office: 1421 Oglethorpe Rd. \* West Palm Beach, FL 33405 \* Tel: 561-223-2096 \* Fax: 561-444-2272**

**License # CCC1328620**

**Solutions Driven and Customer Focused**

- 2 ply wall flashings per Manuf.
- Supply and install 24ga Galv Kynar standard color drip edge, Fascia metal, Gutters & D.S.
- Permaflash all penetrations per Johns Manville specifications.
- **A Twenty year (20) NDL warranty will be furnished upon final payment.**
- Licenses, insurance, permits, hoisting, Engineering, dumpsters, safety, labor and materials included.

**Excludes:** Mechanical, electrical, plumbing work, Roof Ladders, Soffits

**Tear-Off of roofing material and deteriorated decking by others. Wood Decking by others**

**Scope of Work: Concrete Flat Decks**

- Tear-Off existing Roofing down to Concrete deck
- Adhere 3.3" Base Layer ISO - R19 in foam UIA Bonding adhesive
- Adhere 1/2" Securock in foam UIA Bonding adhesive
- Solidly Torch a Dynaweld Base Sheet
- Solidly Torch a Dynaweld Cap FR CR
- Supply and install 24-gauge Counter Flashing
- 2 ply wall flashings per Manuf.
- Permaflash all penetrations per Johns Manville specifications.
- **A Twenty year (20) NDL warranty will be furnished upon final payment.**
- Licenses, insurance, permits, hoisting, Engineering, dumpsters, safety, labor and materials included.

**Excludes:** Mechanical, electrical, plumbing work, Roof Ladders, Soffits

**Scope of Work: Tile Roofs**

- Tear-Off existing clay tile and dispose to allow others to remove & replace decking
- Loose lay 30# underlayment air Barrier
- 3.3" Base Layer ISO - R19 mechanically fastened
- 5/8" Plywood mechanically fastened per engineered pattern
- Install Boral Tile Seal self-adhered underlayment over plywood
- Foam attach 2 piece Clay Barrel cap/Pan tile –Terra Cotta Color
- Supply and install 24-gauge Kynar standard color drip edge, eave closure, & Counter Flashings
- Hip/Ridge Metal Channels installed
- Limited Lifetime Manufacturer's warranty
- Licenses, insurance, permits, hoisting, Engineering, dumpsters, safety, labor and materials included.

**Excludes:** Mechanical, electrical, plumbing work, Roof Ladders, Fascia, Soffits

- Price is valid for 30 days.

**Total Price: \$238,000.00**

**Payment & Performance Bond – Add 2%**

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## **Qualifications**

- Therma Seal Roof Systems, LLC will maintain watertight conditions according to all manufacturer's and standard practices for roofing on a day-to day basis.
- This proposal is based on one mobilization
- This proposal is based on complete access to the roof areas clear of obstructions.
- Therma Seal Roof Systems, LLC will comply with all OSHA safety guidelines and regulations
- All roofing will be performed in accordance with applicable NRCA guidelines, Miami-Dade Product Control Notice of acceptance and manufacturers specifications per approved drawings
- Job duration is 120 calendar days from permit. Permit will be procured within 3 weeks of contract execution. Engineering and pull tests on the decks are all part of the permitting process.

## **PAYMENT TERMS**

Payments are to be made as follows:

Negotiable

Once again, thank you for the opportunity to present this proposal for your review. If you should have any questions or if there is anything else that I can do for you please call me at the number listed. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

Sincerely yours,

Mike Fuggetta - Vice President

Therma Seal Roof Systems LLC.

1421 Oglethorpe Rd.

West Palm Beach, Florida 33405

Office: 561-223-2096

Cell: 772-201-4885

[mfuggetta@thermasealroofs.com](mailto:mfuggetta@thermasealroofs.com)

[www.thermasealroofs.com](http://www.thermasealroofs.com)

## **ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. The signer authorizes Therma Seal Roof Systems, LLC to do the work as specified. Payment will be made as outlined above.

Main Office: 1421 Oglethorpe Rd. \* West Palm Beach, FL 33405 ▪ Tel: 561-223-2096 ▪ Fax: 561-444-2272

License # CCC1328620

Solutions Driven and Customer Focused



Date: \_\_\_\_\_

Signature: \_\_\_\_\_

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard roofing practices. Contractor retains the initial right to remedy any consequential damages at the sole discretion of the contractor and shall not be held liable for any damages occurring previous to the following performance of contracted work. Any alteration or deviation from the specifications involving extra costs will be executed only with written orders, and will become an extra charge over and above the estimate. All signed agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, flood and other necessary insurances as require by law. Time is of the essence concerning this valuable contract. This project may be stopped if progress payments are not made on time. If it becomes necessary for the contractor to expend legal fees to collect monies owed, these legal fees will be the responsibility of the property owner. All warranties to be issued upon completion of contract and all monies paid in full.

### **GENERAL REQUIREMENTS**

**Coordination:** Attention is directed to the fact that owner's occupancy of the building must continue at all times. Take every precaution to keep interference with that occupancy to a minimum. Adequate means for security and closing of all openings shall be provided. The building must remain free of hazards to occupants and their contents. Coordinate with management in scheduling sequence of the roof replacement so that air conditioning can be placed back in operation and limit the amount of down-time.

### **MISCELLANEOUS PROVISIONS**

1. **Unforeseen Conditions:** This proposal/contract is based on visual conditions. Should unforeseen conditions arise that could not be determined by visual inspection, additional work shall be performed on a time and material or firm bid basis, after customer or his agent have been notified of such. Ponding water and mold are considered unforeseen conditions and are therefore not covered by contract. After installation is complete, there shall be no ponding water after 48 hours per manufacturer's warranty criteria.
2. **Sign & Lighting:** Due care shall be exercised in working around signs and lighting of buildings. However, due to their delicate construction, contractor will not be responsible for damages to same. All signs and lighting to be removed and reinstalled are to be done at customer's expense and responsibility.
3. **Flashing:** Pricing for metal flashing, stucco-stop, eave drip, edge metal and gravel stop are all based on galvanized metal. Copper and aluminum will be at an additional cost to the customer unless specified in the Scope of Work.
4. **Time limit:** The proposal is made for immediate acceptance (void if not accepted within 30 days) and is subject to withdrawal with notice.

5. **Oral Promises:** Contractor assumes no responsibility whatsoever for any oral promises. All terms and conditions must appear in writing on contract.
6. **Ceilings:** Contractor will not assume or accept any responsibility or liability for damaged stained ceilings, cracked or failing plaster, insulation or acoustical tile, during or after work is completed, nor for re-painting or re-finishing of damages. Contractor shall endeavor to minimize falling debris etc. where no acoustical ceiling is present.
7. **Guarantee:** We assume no responsibility for damage caused by acts of God, to wit: Hurricanes, Tornadoes, Wind Storms, Electrical Storms, etc. or any act beyond our control. We further assume no responsibility for damages caused by plant life, termites, mold, mildew or negligence on the part of the customer or his agent. Note: If contract is cancelled by owner after seven days of signing, customer shall forfeit 50% of any deposit made toward the contract.
8. **Due to the nature of work and use of hot asphalt,** owner must assume responsibility for removing vehicles, closing windows, closing or removing awnings and any other objects that asphalt may fall or drip on and cause damage to. If tar falls or drips on the paint or stucco, Therma Seal Roof Systems, LLC will do its best to remove the asphalt, but the owner will be responsible for any touch-up or repainting.
9. **Unless specifically included herein,** Therma Seal Roof Systems, LLC shall not be held responsible for removing of wood or chain link fences, pipes, sprinkler systems, water or sewage disposal systems, septic tanks, conduits, telephone lines, TV antennas, awnings, gas tanks, meters, water heaters, concrete pavers or plants and trees in the area of construction. Customer agrees to protect or remove any personal property in the working area including shrubs, lawn, screens, awnings, trees or flowers and Therma Seal Roof Systems, LLC shall not be held responsible for damages to said items.
10. **The contractor shall not be required** to perform work without consent of any work relating to asbestos or polychlorinated biphenyl (PCB).
11. **Temporary Barriers:** Temporary weather and dust barriers shall be erected wherever walls or roofs are opened for demolition or new construction to protect the interior from damage. They will not be removed until new construction is in place and the interior space is protected from weather or dust. We will construct temporary barriers and fall protection at all shafts, openings and other hazardous areas and will be marked according.
12. **Cleaning & Protection:** During the handling and installation of roof work at the project job site, we will take all measures to keep the adjoining completed area clean and protected. We will apply suitable protective covering on newly installed work where reasonably required to ensure freedom from damage or deterioration until time of substantial completion.
13. **Examination of Substrate:** The installer must examine the substrate and conditions under which the installation of the roofing work is to be performed. We will not proceed with said roofing work until unsatisfactory conditions have been corrected in a manner accepted by the local building department and roof material manufacturer.
14. **Installation:** We will comply with all local building department requirements, Miami-Dade County Notice of Acceptance (NOA) and the roofing material manufacturer's specifications/instructions, except where more stringent.
15. Given the work is in a shopping center with operating businesses, we will give advanced notice in person or via telephone to the personnel that the owner designates each time a new area



will be worked on so that the owner and tenants can protect said areas on the businesses as necessary from falling debris etc.

16. The staging areas shall be designated by the owner in writing or on a plan. We will close off the area with barricades and safety tape to prevent any persons or vehicles from entering said area for the entire time that the work is in progress.

17. All warranties shall be transferable if the property is sold to the new owners without charge. This shall happen each time it is sold.

18. We will endeavor to obtain the necessary permits and we will start the work within 3 business days of permit issuance and proceed diligently to complete it.



7

October 11, 2017

Mr. Brian Perrault  
Straticon Construction Company

Re: Boynton Beach High School Renovation

Dear Mr. Perrault

**Scope of Work: Tile Roofs**

- 1) Tear-off tile and replace any rotten sheathing at a charge of \$3.00 per sq.ft.
- 2) Install R-19 ISO and new plywood
- 3) Install 30# tin tagged to the plywood deck
- 4) Install Polyglass TU Plus self-adhered underlayment over 30#
- 5) Foam attach Barrel -Standard Color
- 6) Supply and install all roof related metals

**Flat Decks**

- 1) Completely tear off and dispose of all flat deck material
- 2) Install R-19 insulation and ¼ inch tapered ISO where called for on the drawings
- 3) Install a 2 ply modified roof system in hot asphalt
- 4) Supply and install 24-gauge roof related metals
- 5) Flash all walls and curbs per manufacturers specifications
- 6) Flash all penetrations per Johns Manville specifications.
- 7) 20 year manufacturers warranty
- 8) 2-year RSF warranty

**Price: \$266,500.00**

Sincerely Yours  
ROOFING SYSTEMS of FLORIDA INC.

A handwritten signature in black ink, appearing to read 'Herb Frank', is written over a horizontal line.

Mr. Herb Frank – President



2940 NW Commerce Park Drive, Bay #4 Boynton Beach, FL 33426 | phone: 561-292-3457 | email: service@seabreezerroof.com

Florida Certified Roofing Contractor CCC1328689 - Florida Certified General Contractor CGC1521632

## PROPOSAL

PROPOSAL SUBMITTED TO: James DeMichael	PHONE 772-485-8644	DATE 8-17-17
STREET 125 E Ocean Ave	JOB NAME Old Boynton Beach HS	
CITY, STATE AND ZIP CODE Boynton Beach, FL 33435	JOB LOCATION Same	
CONTACT: james.demichael@straticon.com	CITY, STATE AND ZIP CODE Same	JOB PHONE same

### WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

#### 1. General:

- Remove existing roof materials on sloped roof. Remove existing **shingles, tiles and flat roof.**
- Existing tiles to be removed and stored by others. Store tiles to be loaded on the roof by others.
- Stucco work and painting by others.

#### 2. Gym Roof and Flat roof:

- Remove existing flat roof and haul away.
- Furnish and install one (1) layer of #75 base sheet. Tin-tagged to deck per Florida building code.
- Supply and install new 3"X 3" 26 Gauge, galvanized, prefinished white flashing eave metal.
- Furnish and install new wood nail-board at roof edge to match height of new insulation.
- Furnish and install new 3.1" Polyiso Insulation set in hot asphalt.
- Furnish and install 1/8" tapered Polyiso insulation set in hot asphalt where necessary.
- Furnish and install one layer of 1/2" perlite cover board set in hot asphalt.
- Furnish and install two (2) layers of Ply IV fiberglass rolled roofing set in hot asphalt.
- Furnish and install one (1) layer of granulated cap sheet set in hot asphalt.

#### 3. Tile Roof:

- Replace existing sheathing where necessary.





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Florida Certified Roofing Contractor CCC1328689 - Florida Certified General Contractor CGC1521632

- b. Furnish and install new 3.1" Polyiso over entire roof area.
- c. Furnish and install new 5/8" plywood over new insulation.
- d. Furnish and install #30 felt, mechanically fastened to roof deck.
- e. Furnish and install new, 26 gauge, 3"X3", galvanized prefinished white eave metal.
- f. Furnish and install new, 26 gauge galvanized valley metal.
- g. Furnish and install new plumbing vent flashing.
- h. Furnish and install asphalt primer on all new metal flanges.
- i. Furnish and install 90# underlayment, set in hot asphalt.
- j. Furnish and install galvanized metal hip and ridge tile supports.
- k. Furnish and install 2 piece barrel tile to match existing as closely as possible. Furnish and install galvanized, prefinished eave closure per tile manufacturers recommendations.
- l. Install tile with PolyFoam roof tile adhesive.

**Quotation for the sum of: (Four Hundred Seventeen Thousand Three Hundred Ninety Five)  
\$417,395.00**

Payment to be made as follows: 50% upon commencement of tear off, 40% Dry in, 10 % on Completion.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed upon written work orders and will become an extra charge over and above the base price. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance, Our workers are fully insured by workers compensation insurance.

Acceptance of Proposal – **The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Please see reverse side for terms and conditions. By signing this proposal you agree to the terms and conditions.**

Date of Acceptance: \_\_\_\_/\_\_\_\_/\_\_\_\_

Contractor's Signature

*Jacinto Carreiro*

Note: This proposal may be withdrawn if not accepted within 30 days.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

# The Glass Professionals, Inc.

3570 SE Dixie Hwy.  
Stuart, FL 34997  
PHONE: (772) 286-0459  
FAX: (772) 286-0461  
WWW.theglassprofessionals.net

## Estimate

Date	Estimate #
9/25/2017	7138

Name / Address
Straticon Construction 1800 SE Monterey Commons Blvd. Suite 202 Stuart, FL 34996

Ship To
Old Boynton Beach High School 125 E Ocean Ave. Boynton Beach, FL 33435

Terms	Contact Person	Phone Number
As per contract		772-210-0221

Description	Total
<p>Furnish and install new CGI Estate Series windows</p> <ol style="list-style-type: none"> <li>1. Exterior &amp; Interior of all units to be white kynar finish</li> <li>2. Units glazed with 5/16" clear laminated glass with clear LowE 366</li> <li>3. Double applied muttons with OG edge</li> <li>4. All complete with screens.</li> </ol> <p>***PLEASE NOTE: Lead Abatement, Permitting &amp; preperation of all openings to be done by others. No doors are included in this quote.***</p>	460,479.00
<p>***Due to the intricate process of special ordered materials, The Glass Professionals will make every attempt to keep a timely schedule, but cannot be liable for delays due to the intensive manufacturing process.***The Glass Professionals Inc. can only estimate not promise date of completion***</p>	

**Total**

\$460,479.00

Signature \_\_\_\_\_

Estimate is for 30 days from above date.  
Please sign and return via mail, e-mail or fax

\*\*\*All final prices reflect a 2% discount for cash, check, money order or cashiers check.  
Discount does not apply to any other form of payment; All credit / debit card payments are subject to a 2% convenience/processing fee\*\*  
This amount is added to the end of your invoice\*\*\*



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Miami, FL 33172  
www.cgiwindows.com

# DETAILED CUSTOMER PROPOSAL

**Quote Number:** 327778

**Quote Name:** Straticon-

**Project Name:** Old Boynton Beach

**Saved Date:** High School

**Sales Person:** John Gordan

Dealer Information:	Customer Information:	Job Address:
<b>Southern Style Window And Door</b>  772 631 0162	P:                      F:	

Line	Qty	Product	Size	Room Location	Design Pressure
100-1	2	Series 238 Half Circle Fixed	76" X 38"		+86.1/-86.1

76" x 38"

DP + = 86.1, DP - = 86.1, NOA # = 15-0512.16

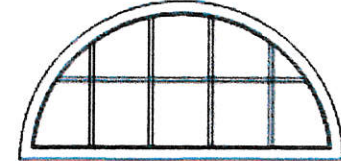
Frame Type = Flange Frame

Aluminum Finish = Bone White Kynar

Interlayer Type = PVB, Glass Make-Up = 7/16" Lami (Ann/Ann)

Glass Color = Energy Efficient Coatings, Energy Efficient Coatings = Clear LoE 366, Textured Glass = None

Double Applied, Colonial, Bar Width = 1", Profile Makeup (Exterior / Interior) = Contoured / Contoured, 5W2H



Line	Qty	Product	Size	Room Location	Design Pressure
200-1	13	Series 360 Single Hung	37" X 53"		+80/-154.9

37" x 53"

DP + = 80, DP - = 154.9, NOA # = 16-0125.08

U-Factor = 1.09, SHGC = 0.22, VT = 0.34, CR = 14, CPD = CDR-K-8-00044-00024

Frame Type = Flange Frame, Glazing Bead = Contoured Ogee Bead

Aluminum Finish = Bone White Kynar

Interlayer Type = SGP, Glass Make-Up = 5/16" Lami (Ann/Ann)

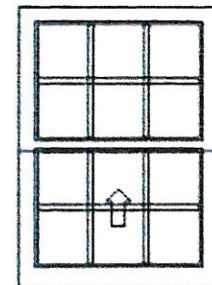
Glass Color = Energy Efficient Coatings, Energy Efficient Coatings = Clear LoE 366, Textured Glass = None

Screen Option = With Screen

Hardware Finish = White, Sweep Lock and Pull Handle = No

Double Applied, Colonial, Bar Width = 1", Profile Makeup (Exterior / Interior) = Semi-Contoured /

Semi-Contoured, 3W2H



Line	Qty	Product	Size	Room Location	Design Pressure
300-1	35	Series 360 Single Hung	37" X 76"		+80/-136.6

37" x 76"

DP + = 80, DP - = 136.6, NOA # = 16-0125.08

U-Factor = 1.09, SHGC = 0.22, VT = 0.34, CR = 14, CPD = CDR-K-8-00044-00024

Frame Type = Flange Frame, Glazing Bead = Contoured Ogee Bead

Aluminum Finish = Bone White Kynar

Interlayer Type = SGP, Glass Make-Up = 5/16" Lami (Ann/Ann)

Glass Color = Energy Efficient Coatings, Energy Efficient Coatings = Clear LoE 366, Textured Glass = None

Screen Option = With Screen

Hardware Finish = White, Sweep Lock and Pull Handle = No

Double Applied, Colonial, Bar Width = 1", Profile Makeup (Exterior / Interior) = Semi-Contoured / Semi-Contoured, 3W2H



Line	Qty	Product	Size	Room Location	Design Pressure
400-1	18	Series 360 Single Hung	37" X 38.375"		+80/-197.2

37" x 38.375"

DP + = 80, DP - = 197.2, NOA # = 16-0125.08

U-Factor = 1.09, SHGC = 0.22, VT = 0.34, CR = 14, CPD = CDR-K-8-00044-00024

Frame Type = Flange Frame, Glazing Bead = Contoured Ogee Bead

Aluminum Finish = Bone White Kynar

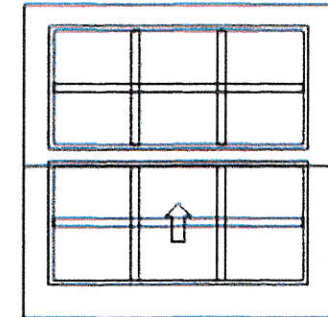
Interlayer Type = SGP, Glass Make-Up = 5/16" Lami (Ann/Ann)

Glass Color = Energy Efficient Coatings, Energy Efficient Coatings = Clear LoE 366, Textured Glass = None

Screen Option = With Screen

Hardware Finish = White, Sweep Lock and Pull Handle = No

Double Applied, Colonial, Bar Width = 1", Profile Makeup (Exterior / Interior) = Semi-Contoured / Semi-Contoured, 3W2H





Line	Qty	Product	Size	Room Location	Design Pressure
500-1	58	Series 360 Single Hung	44" X 96"		+76.2/-76.2

44" x 96"

DP + = 76.2, DP - = 76.2, NOA # = 16-0125.08

U-Factor = 1.09, SHGC = 0.22, VT = 0.34, CR = 14, CPD = CDR-K-8-00044-00024

Frame Type = Flange Frame, Glazing Bead = Contoured Ogee Bead

Aluminum Finish = Bone White Kynar

Interlayer Type = SGP, Glass Make-Up = 5/16" Lami (Ann/Ann)

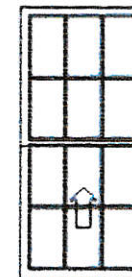
Glass Color = Energy Efficient Coatings, Energy Efficient Coatings = Clear LoE 366, Textured Glass = None

Screen Option = With Screen

Hardware Finish = White, Sweep Lock and Pull Handle = No

Double Applied, Colonial, Bar Width = 1", Profile Makeup (Exterior / Interior) = Semi-Contoured /

Semi-Contoured, 3W2H



Line	Qty	Product	Size	Room Location	Design Pressure
600-1	20	Series 360 Single Hung	21" X 45"		+80/-210

21" x 45"

DP + = 80, DP - = 210, NOA # = 16-0125.08

U-Factor = 1.09, SHGC = 0.22, VT = 0.34, CR = 14, CPD = CDR-K-8-00044-00024

Frame Type = Flange Frame, Glazing Bead = Contoured Ogee Bead

Aluminum Finish = Bone White Kynar

Interlayer Type = SGP, Glass Make-Up = 5/16" Lami (Ann/Ann)

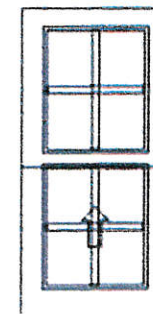
Glass Color = Energy Efficient Coatings, Energy Efficient Coatings = Clear LoE 366, Textured Glass = None

Screen Option = With Screen

Hardware Finish = White, Sweep Lock and Pull Handle = No

Double Applied, Colonial, Bar Width = 1", Profile Makeup (Exterior / Interior) = Semi-Contoured /

Semi-Contoured, 2W2H



Line	Qty	Product	Size	Room Location	Design Pressure
700-1	6	Series 360 Single Hung	30" X 76"		+80/-143.4

30" x 76"

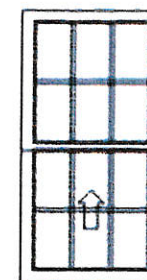
DP + = 80, DP - = 143.4, NOA # = 16-0125.08  
U-Factor = 1.09, SHGC = 0.22, VT = 0.34, CR = 14, CPD = CDR-K-8-00044-00024  
Frame Type = Flange Frame, Glazing Bead = Contoured Ogee Bead  
Aluminum Finish = Bone White Kynar  
Interlayer Type = SGP, Glass Make-Up = 5/16" Lami (Ann/Ann)  
Glass Color = Energy Efficient Coatings, Energy Efficient Coatings = Clear LoE 366, Textured Glass = None  
Screen Option = With Screen  
Hardware Finish = White, Sweep Lock and Pull Handle = No  
Double Applied, Colonial, Bar Width = 1", Profile Makeup (Exterior / Interior) = Semi-Contoured /  
Semi-Contoured, 3W2H



Line	Qty	Product	Size	Room Location	Design Pressure
800-1	10	Series 360 Single Hung	36" X 72"		+80/-150.7

36" x 72"

DP + = 80, DP - = 150.7, NOA # = 16-0125.08  
U-Factor = 1.09, SHGC = 0.22, VT = 0.34, CR = 14, CPD = CDR-K-8-00044-00024  
Frame Type = Flange Frame, Glazing Bead = Contoured Ogee Bead  
Aluminum Finish = Bone White Kynar  
Interlayer Type = SGP, Glass Make-Up = 5/16" Lami (Ann/Ann)  
Glass Color = Energy Efficient Coatings, Energy Efficient Coatings = Clear LoE 366, Textured Glass = None  
Screen Option = With Screen  
Hardware Finish = White, Sweep Lock and Pull Handle = No  
Double Applied, Colonial, Bar Width = 1", Profile Makeup (Exterior / Interior) = Semi-Contoured /  
Semi-Contoured, 3W2H



Line	Qty	Product	Size	Room Location	Design Pressure
900-1	2	Series 360 Single Hung	37" X 57"		+80/-154.9

37" x 57"

DP + = 80, DP - = 154.9, NOA # = 16-0125.08

U-Factor = 1.09, SHGC = 0.22, VT = 0.34, CR = 14, CPD = CDR-K-8-00044-00024

Frame Type = Flange Frame, Glazing Bead = Contoured Ogee Bead

Aluminum Finish = Bone White Kynar

Interlayer Type = SGP, Glass Make-Up = 5/16" Lami (Ann/Ann)

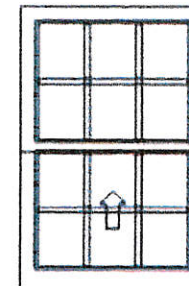
Glass Color = Energy Efficient Coatings, Energy Efficient Coatings = Clear LoE 366, Textured Glass = None

Screen Option = With Screen

Hardware Finish = White, Sweep Lock and Pull Handle = No

Double Applied, Colonial, Bar Width = 1", Profile Makeup (Exterior / Interior) = Semi-Contoured /

Semi-Contoured, 3W2H



Line	Qty	Product	Size	Room Location	Design Pressure
1000-1	5	Series 360 Single Hung	25" X 56"		+80/-207.5

25" x 56"

DP + = 80, DP - = 207.5, NOA # = 16-0125.08

U-Factor = 1.09, SHGC = 0.22, VT = 0.34, CR = 14, CPD = CDR-K-8-00044-00024

Frame Type = Flange Frame, Glazing Bead = Contoured Ogee Bead

Aluminum Finish = Bone White Kynar

Interlayer Type = SGP, Glass Make-Up = 5/16" Lami (Ann/Ann)

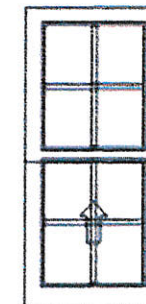
Glass Color = Energy Efficient Coatings, Energy Efficient Coatings = Clear LoE 366, Textured Glass = None

Screen Option = With Screen

Hardware Finish = White, Sweep Lock and Pull Handle = No

Double Applied, Colonial, Bar Width = 1", Profile Makeup (Exterior / Interior) = Semi-Contoured /

Semi-Contoured, 2W2H





ESTIMATE



INVOICE TO  
Straticon

DATE 09/28/2017

Old Boynton  
Beach High  
School

ACTIVITY	QTY	AMOUNT
Installation of Single Window Tear out and replace with new Window and Installation Please see attached material list CGI Estate Series Kynar white finish, Clear Low E 366 impact glass	184	463,900.00

TOTAL \$463,900.00





## Livingston Glassworks

**Livingston Glassworks**

3377 SW 42nd Ave Ste A

Palm City, FL 34990

September 29, 2017

**Straticon Construction**

Brian Perrault

451 SW Federal Hwy

Stuart, FL 34994

RE: Boynton Beach House School

Dear Straticon Construction:

You recently requested pricing information from our company. Here is our quote:

Remove and Replace old window and install new impact CGI Estate

---

2 @	76 x 38 Arched
14 @	18 x 41 Single Hung
5 @	26 x 56 Single Hung
58 @	45 x 96 Single Hung
38 @	37 x 76 Single Hung
14 @	37 x 53 Single Hung
18 @	37 x 39 Single Hung
20 @	22 x 45 Single Hung
6 @	30 x 76 Single Hung
10 @	37 x 72 Single Hung
2 @	37 x 57 Single Hung

CGI window's will be white Kynar Finish with 10 year paint warranty and have clear 366 LoE laminated impact glass. Grids will be OG edge and double applied muttons.

Total cost: labor and Material \$ 496,000.00

Please note: this is Budgetary proposal base on the information I was provided.

Please call if you have any question pertaining to this proposal.

Sincerely, Brian



**A.P. Construction Services, LLC**  
1791 Blount Road, Suite 603  
Pompano Beach, Florida 33069  
Phone: 954.366.1785 Fax: 954.532.0373  
[rmgm@apcsfa.com](mailto:rmgm@apcsfa.com)  
CGC#1521117



9

## Construction Contract

This agreement is made on the date written above our signatures between Contractor's Name: **A.P. CONSTRUCTION SERVICES, LLC** (Contractor) and Owner/Representative/Contractor Name: **Straticon** (Owner).

Date: **October 19, 2017**

Re: **Dustless Blasting**

**Revised**

### Contractor

Contractor's Name: **A.P. Construction Services LLC**  
Address: **1791 Blount Road**  
Address: **Suite 603**  
City: **Pompano Beach, Florida 33069**  
Work Phone Number: **954.366.1785**  
Fax Number: **954.532.0373**  
Email Address: **[rmgm@gmail.com](mailto:rmgm@gmail.com)**  
Registration or Certificate Number: **CGC#1521117**

Contractor's Name: **Richie Murray** will be referred to as Contractor throughout this agreement.

### Owner/Representative/Contractor

Owner's Name: **Straticon** Contact: **Brian Perrault**  
Address: **800 SE Monterey Commons Blvd.**  
City: **Stuart** State: **Florida** Zip: **34996**  
Phone Number: **772.485.8644**  
Cell Number: **954.873.0410**  
Email Address: **[brian.perrault@straticon.com](mailto:brian.perrault@straticon.com)**

Owner Representative/Contractor Name: **Straticon** will be referred to as Owner throughout this agreement.

### Owner/Property

Owner/Property will be represented by Representative's Name: **Boynton Beach High School**

(Owner/Property) as described in this agreement.

Representative's Name: **(Owners)** Contact: **Brian Perrault**  
Address: **114 East Ocean Blvd.**  
City: **Boynton Beach** State: **Florida** Zip: **33435**  
Cell Phone Number: **954.873.0410**  
Fax Number:  
Email Address: **[brian.perrault@straticon.com](mailto:brian.perrault@straticon.com)**

Owner/Property Name: **Boynton Beach High School** will be referred to as Owner/Jobsite Location throughout this agreement.

### Location:

Initial \_\_\_\_\_

Initial \_\_\_\_\_

Boynton Beach High School  
114 East Ocean Blvd.  
Boynton Beach, Florida 33435

## Scope of Work:

### Dustless Blasting

- Install and set up all necessary site protection required for the Dustless Blasting of existing coatings
- Low pressure rinse all residual coatings, dust, debris, ect...
- Install and section off certain elevation of building approved by GC prior to the commencement of Dustless Blasting
- Dustless Blast with 50 psi and 30/65 silica based aggregate for 29,360 sq ft of building exterior envelope
- Remove and reset site protection as dictated by GC based on the logistics of other sub-contractors working on site
- Low pressure rinse building after completion of blasting

**NOTE #1: Delaminated or fractal stucco after blasting is not the responsibility of AP Construction Services, LLC**

**NOTE #2: If accepted AP Construction Services, LLC would be please to submit a quote for the replacement of bad stucco at a line item rate of \$5.15 a sq ft to include applying Lanco Bonding to replaced stucco**

**NOTE #3: If AP Construction Services, LLC. Is required to supply a boom the monthly fee will be \$1,962.00 for a 40' Boom**

29,360 sq ft x \$1.29 = Cost: \$37,874.40  
Site Protection, Mobilization and General Conditions: \$ 0.00  
Total Cost: \$37,874.40

### Notes:

- If any quantities should exceed the limits estimated on the proposed contracted items, they will be invoiced at the unit cost provided without any additional mobilization fees for the extended quantities.

### Payment Terms:

- A. Deposit of 20% is required at time of contract signing in the amount of **\$7,574.88**
- B. The balance of the contract will be billed as work is completed and approved on a weekly basis.
- Please be advised that the mobilization, site protection and general conditions, if applicable will not be credited back to future invoicing. Mobilization is an additional expense above the contracted unit cost items listed. Only the deposit on unit cost items will be credited back as the deposit credit.



Description	Measure	Unit Cost	Quantity	Total Cost	Initial
Remove & Replace Stucco 5/8	Sq Ft	\$5.15			
Stucco only replaced after C. O. approval from GC					

**General Conditions:**

A. **Inclusions:**

1. Labor
2. Supervision
3. Materials
4. Insurance

B. **Exclusions:**

- |                                       |   |
|---------------------------------------|---|
| 1. Water and Electric                 | 4. Permits and NOC  |
| 2. Landscaping and Irrigation repairs | 5. Rental Equipment   |
| 3. Engineering and Inspection Fees    | 6. Disposal Container (Unless otherwise stated in contract) |

We look forward to working with you on this project. Please feel free to give us a call if you should Have any questions

**Insurances**

Upon execution of Contract, insurance certificates will issued naming "Owner" as additionally insured.

**Warranty**

This document serves as a 1 year unlimited warranty issued by A.P Construction Services, LLC.  
 CGC#1521117

This warranty is inclusive the line items incorporated in this contract agreement.

This warranty will be in effect for a period of 1 year after the full completion of the Scope of Work included in the contract documents.

This warranty will cover the area outlined in the contract agreement. Individual warranties will be issued on a contract to contract basis.

This warranty will be void if any other than contractor, representative, sub-contractor, or affiliate designates a member assigned by AP Construction Services, LLC is not present or notified within 5 days if the possible voiding of the warranty or failure to notify prior to the commencement of any repairs.

### **Owners Responsibilities**

- A. Owner affirms that Owner has the right to enter into this agreement and has the right to contract for construction of the Project on the Job Site. Owner shall pay all taxes and assessments due on the Job Site during the period of construction and shall take all reasonable actions required to protect marketable title to the Job Site.
- B. Owner will ensure that Owner's Representative responds in writing and with reasonable promptness to written requests from Contractor for (1) Interpretation of the Plans or Specifications, or (2) Other information relevant to completion of the Work. Contractor is authorized to rely on written responses from Owner's Representative.
- C. Owner shall have sole responsibility to secure financing for the Project and shall pay all fees, charges, or other costs of such financing, including Inspection fees charged by any lender. The nonperformance of any lender shall not affect the obligation of Owner to Contractor. Owner hereby authorizes and directs any lender on the Project to furnish Contractor with full information on undisbursed loan proceeds when requested by Contractor.
- D. Owner will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by Contractor or Subcontractors except as provided under this agreement.

### **Construction by Others**

- A. Owner shall neither hire nor retain Separate Contractors, Subcontractors, employees or agents of Owner to perform Work on the Job Site while Work is being done under this agreement by Contractor.

### **Changes in the Work**

- A. Except as provided elsewhere in this agreement, no change to this contract (including modification, clarification, interpretation or correction of the Plans or Specifications) shall be made without mutual agreement and a written Change Order signed by Contractor and Owner identifying the change, the cost of the change, and the effect on Project schedule, if any.
- B. Any change in Plans, Specifications or Contract Documents necessary to conform to existing or future Laws, codes, ordinances or regulations shall be considered Extra Work.
- C. Changes in the Work required due to defects or inconsistencies in Plans, Specifications or other Contract Documents shall be considered Extra Work.
- D. The charge for Extra Work shall be the normal selling price Contractor charges for Similar changes on other jobs.
- E. No Claim for payment for Extra Work and no Claim for additional time to complete the Work shall be recognized under this agreement without a written Change Order or a notice of Claim. Failure by Contractor to assert the right to a written Change Order or a Claim within 30 calendar days after beginning Work on a change in the Work shall constitute waiver by Contractor of the right to additional compensation and waiver of the right to additional time to complete a change in the Work.
- F. No act or omission of either Contractor or Owner shall be interpreted as waiver of the Requirement for a written Change Order or notice of Claim, nor shall any Claim that Owner has been unjustly enriched support a Claim for a constructive Change Order. The provisions of this paragraph are the essence of this agreement.
- G. Failure of Contractor and Owner to agree on the terms of a Change Order shall be resolved under the provisions of this agreement which cover Claims and disputes.



H. Should Contractor and Owner fail to agree promptly on the terms of a Change Order, Contractor shall be paid, pending resolution of the dispute, the portion of the cost of the change not in dispute, including the costs of time and materials required to execute the change. Payments required under this paragraph shall be made as the Work progresses, concurrently with progress payments.

I. Changes in work that exceed the quantity and/or contract cost will be billed to the owner work. If a payment plan is in place for the said contract amounts exceeded, the exceeded amount will be billed at completion and due to the Contractor within 7 business days.

#### **Contractor Claims**

A. If Contractor claims that any instruction, Drawing, act or omission of Owner or any representative of Owner, or any agency of government, increases costs to Contractor, requires extra time or changes the Scope of Work, Contractor shall have the right to assert a Claim for such costs or time.

#### **Attorney's Fees and Other Costs**

A. Owner shall pay all of Contractor's reasonable expenses incurred to enforce or collect any of the Obligations including, without limitation, reasonable arbitration, paralegals', attorneys', and expert's fees and expenses, whether incurred without the commencement of a suit, in any trial, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

#### **Interpretation of the Contract**

A. Section headings and paragraph numbers have been included in this contract to make reference easier and in no way limit, define, or enlarge the terms, scope, or conditions of this contract.

B. Except as otherwise provided in this contract, Owner and Contractor intend that this contract be interpreted in accord with the *Restatement of Law, Contracts*, published by the American Law Institute. Specifically: All parts of the Contract Documents should be interpreted together, and conduct of the Parties should be interpreted as a manifestation of intention, and specific provisions should be interpreted as qualifying the meaning of the general provisions.

#### **Choice of Law**

A. The contract shall be governed by the Law of the State of Florida.

#### **Choice of Venue**

A. The Parties agree that venue for any action related to performance of this contract shall be the appropriate court in the State of Florida.

#### **Entire Agreement**

A. The Contract Documents are the entire agreement and constitute a complete integration of all understandings between Contractor and Owner on the subject of the Project. The Contract Documents supersede all prior negotiations, representations and agreements, whether written or oral. No subsequent notation, renewal, addition, deletion, change or amendment to this contract shall have any force or effect unless in the form of a written Change Order or amendment to this contract.

#### **Severability**

A. If any provision of this contract is interpreted or rendered invalid and unenforceable, then the remainder of this contract shall remain in full force and effect.

#### **Cumulative Remedies**

A. All rights and remedies provided to Contractor by the Contract Documents are cumulative and in addition to

Waterproofing • Concrete Restoration • Interior Build-Outs • Water Intrusion Inspections  
Stucco • STO • Sika • EIFS Repairs •

Initial \_\_\_\_\_

Initial \_\_\_\_\_

and not in limitation of rights and remedies available to Contractor at Law or in equity.

**Chapter 558 Notice of Claim**

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION

CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

**Notice Required by Florida Statutes Section 558.005**

Owner and Contractor agree to waive provisions of Florida's Notice and Right to Cure Act, Chapter 558 Florida Statutes. Our agreement that Chapter 558 Florida Statutes does not apply to this contract relieves Owner and Contractor of the obligation to follow procedures and meet deadlines before Owner can either file suit or commence arbitration over a claimed construction defect.

**{Signature Page to Follow}**

**Signatures**

The signatures that follow constitute confirmation by those signing that they have examined and understand the Contract Documents and agree to be bound by the terms of these documents.

Contractor may not begin Work before receiving from Owner a written notice to proceed. Any Work performed by Contractor before receipt of the notice to proceed shall be done at the risk of Contractor and without obligation of Owner.

This agreement is entered into as of the date written below.

ACCEPTED BY:  
**A.P. Construction Services, LLC**

ACCEPTED BY:  
**Brian Perrault**

\_\_\_\_\_  
Richard T. Murray  
General Manager

\_\_\_\_\_  
Approval Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Subscribed to and affirmed before me on  
this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by \_\_\_\_\_  
personally known \_\_\_\_ or produced identification

Subscribed to and affirmed before me on  
this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by \_\_\_\_\_  
personally known \_\_\_\_ or produced identification

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Signature of Notary Public

Stamp Commissioned name of Notary Public

Stamp Commissioned name of Notary Public





3459 High Ridge Road. Boynton Beach, FL 33426 Office: 561-586-7121 Fax: 561-586-7968

10/03/17 (revised 10/13/17)

To: Straticon Construction Services  
1425 South Andrews Avenue, Suite 200  
Fort Lauderdale, FL 33316  
Attn: Brian Perrault

Re: Boynton Beach High School  
6680 Audubon Trace West  
West Palm Beach, FL 33412

## **SCOPE OF WORK**

### **EXTERIOR PAINT SCHEDULE:**

Preparation: High pressure paint removal via turbo-tip pressure clean followed by manual removal of peeling and delaminating wall coating to create suitable profile and surface for subsequent coatings.

#### **1. Stucco/Masonry – Walls, Soffit, Stucco Ceilings, Columns:**

Prep: Patch exterior surfaces as needed using Elastomeric Patching Compound  
Prime: Sherwin Williams Loxon Pigmented Primer/Clear Sealer (as needed)  
Finish: Sherwin Williams Resilience Acrylic Exterior

#### **2. Cast Stone Trim – Fascia, Bands**

Prime: Sherwin Williams Loxon Clear Sealer  
Finish: Sherwin Williams Resilience Acrylic Exterior

**Boynton Beach High School – Boynton Beach, FL**

**PRICING**

As specified:

Preparation of exterior surfaces	\$ 44,815.00
Exterior finish	\$ 53,760.00

\$ 98,575.00

**TERMS AND CONDITIONS**

- Price includes all labor and materials to do job as specified.
- Price include work platform rental.
- Price excludes doors, windows, caulking of doors and windows, all exterior metal, lighting fixtures, veranda along with any area or substrate not specified in the scope of work.
- Field verification of represented scope of work required.
- Pricing valid for ninety (90) days from date of proposal. Pricing is based upon the current costs of materials and straight-time labor rates relative to the above scope of work. These prices may be adjusted on a dollar for dollar basis to reflect any increases in materials or labor.
- Touch up paint will be left on-site at end of project.
- All products used will be Sherwin Williams products
- All windows to be protected and covered prior to painting
- PCI adheres to schedule-driven project management and as such cancellations and delays result in a disruption of our service. Client may be responsible for a deployment charge if: (1) project/project scope of work is cancelled, changed or postponed with less than 2 full business days' notice prior to the scheduled work services, (2) PCI is not given access to a ready-to-work job environment upon arrival to the site, or (3) PCI is called back to the project to correct a dissatisfaction known to Client at the time services were rendered.
- Job schedules and project end dates are also adversely affected by cancellations, delays and client-side schedule management. Any change to client project/project scope of work that requires a work order may irrevocably suspend any PCI project completion commitments.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are hereby accepted. Painting Concepts Inc. is hereby authorized to do the work as specified above.

\_\_\_\_\_  
Straticon Construction Services

\_\_\_\_\_  
Painting Concepts, Inc.

# Coastal Construction Solutions Proposal for exterior painting

Loxon primer	First coat
Sher crete on parapets	Intermediate coat (2 full coats)
Duration flat	Final coats (2 full coats)

**Attention: Brian Perault, straticon**

## SCOPE OF WORK:

Price to apply one coat of loxon primer  
Followed by two coats of Sher-Crete at  
10 mils on parapet walls and caps. Fi  
nish coat will be 2 full coats of Duratio  
n exterior flat done in compliance with  
Sherwin Williams specifications. Price  
includes labor materials and lift.

Total price for turbo blasting to refusal  
with 3500 psi pressure cleaner \$45,850  
.00

Total price for painting \$89,990.00

Total price dustless blasting of stucco

**\$69,800.00**

**Payment terms are to be determined**

\_\_\_\_\_

**Ron Fallon 561-701-2707**  
**Coastal Construction solutions**



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## High school project

1 message

---

**Ron Fallon** <rjfallon@rocketmail.com>

Tue, Oct 3, 2017 at 10:59 AM

Reply-To: "rjfallon@rocketmail.com" <rjfallon@rocketmail.com>

To: "brian.perrault@straticon.com" <brian.perrault@straticon.com>

Here is the proposal for Bb Hs building price to pressure clean with a 0 degree turbo tip. That will take off the loose paint. I assume they would not want to vapor blast the building because the cost would be too great. If they want to strip the walls bare I do have a guy who can do it. Please let me know if you have any questions.

Thanks so much,

Ron Fallon

561-701-2707

Sent from Yahoo Mail on Android



**Exterior Paint Proposal.doc**

4679K



114 East Ocean Blvd Boynton  
Beach

---

Exterior Painting Project  
School Building

Attendant:

Straticon Construction  
114 East Ocean Blvd  
Boynton Beach

## CONSTRUCTION PROPOSAL & CONTRACT

2017

Date: 29<sup>th</sup> of September,

THIS CONSTRUCTION PROPOSAL AND CONTRACT is made and entered into on the day set forth above, by and between, COASTAL CONSTRUCTION SOLUTIONS, INC., (hereinafter referred to as "Contractor"), and OWNER:

114 East Ocean Blvd Boynton Beach, Florida

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, agree as follows:

1. Work. CONTRACTOR shall complete all work as specified upon Exhibit "B," a copy of which is attached hereto and incorporated herein by reference.
2. Contract Documents. The contract documents, which comprise the entire agreement between OWNER and CONTRACTOR, are attached to this contract and made a part hereof, and consist of the following:
  - a. This contract pages 1 through 3;
  - b. Pricing Page, attached to this contract as Exhibit "A;"
  - c. Scope of Work, Specifications and Provisions attached to this contract as Exhibit "B."
  - d. CONTRACTOR's Additional Provisions, if any, attached as Exhibit "C"
3. Determination of Scope of Work. CONTRACTOR shall undertake to determine the contract pricing based upon, as to quantity and specification, known engineering standards within the community. Such standards shall require additional time, effort and calculations on the part of CONTRACTOR. OWNER acknowledges that CONTRACTOR is not providing engineering services and the use of the term "engineering standards" reflects a level of accuracy in the determination of quantity and quality of materials and services offered.
4. Contract Time. The work to be performed under this contract shall commence upon issuance of the permit. The CONTRACTOR will take all reasonable actions to pursue the permit as soon as possible.

All work shall be completed within 40 working days from contract execution.

The CONTRACTOR will continuously and diligently pursue the work with adequate crews during the term of this contract. In the event the CONTRACTOR fails to complete the work within the stated time, the OWNER may elect the option to utilize its own or outside labor forces to complete the work, and charge the cost of such work against the CONTRACTOR. If such delays cause damages for which the OWNER becomes liable, the CONTRACTOR shall reimburse the OWNER for all such costs. It is expressly understood that the CONTRACTOR shall not be liable for a delay caused by acts of god or war such as weather delays and hurricanes, unforeseen difficulty in obtaining trade approved materials for completing the job, delays caused by building inspections, delays caused by additional work, and delays caused by the failure of residents to provide access or move vehicles from hazard zones.

5. Contract Price. The amount to be paid to CONTRACTOR shall be based upon prices set forth in Exhibit "A," for work completed, subject to approval, as to quantity and specifications. The contract payments will be based upon completion of work authorized and approved by OWNER.
6. Progress Payments. Based upon applications for payments submitted by CONTRACTOR the OWNER shall make progress payments to CONTRACTOR. CONTRACTOR will provide the OWNER with an application for payment, detailing by location all completed work as of the date of each application for payment. The OWNER shall have five (5) days to review the application for payment, and either accept or reject the application. Upon acceptance of the application by OWNER, payment shall be made to CONTRACTOR within five (5) days of receipt of application for payment. The amount paid upon completion shall be the sum of ninety percent (90%) of the signed contract. The remaining ten percent (10%) of the sum shall be held in reserve by the OWNER as retainage. The OWNER shall pay the remaining 10% retainage, upon completion of final inspection and acceptance by OWNER or OWNER'S authorized representative. The owner shall have five (5) days to complete inspection, and provide any punch list items for correction. Please note that this contract does NOT define payment terms. Payment terms to follow upon execution of contract.
7. Final Payment. Upon completion of the work under this contract and acceptance by OWNER, including satisfactory completion of all punch list items, and upon presentation of all final releases if requested by OWNER, CONTRACTOR shall be paid the balance of the contract price. Payments that are not received within five (5) days after approval by OWNER will be considered past due and subject to a late charge of one-and one-half percent (1.5%) per month on the outstanding balance. Please know that any unpaid balances may warrant a lien being placed upon your property.



8. Warranties. Upon acceptance of work and for a period of 1 year, CONTRACTOR warrants all work performed and materials supplied under this contract to be free of defects in material and workmanship. Further, CONTRACTOR warrants that title to all work, materials and equipment covered by an application for payment will pass to OWNER either by incorporation in the repair or upon receipt of payment by CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances.

9. MISCELLANEOUS.

- a. Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party, or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.
- b. This Agreement, and any appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.
- c. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.
- d. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- e. This Agreement shall not be assigned by either party without the express consent of the other party.
- f. A failure or delay in exercising any right, power or privilege with respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.
- g. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the Circuit Court in the Fifteenth Circuit in Palm Beach County, Florida.
- h. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs through all levels of proceedings.

IN WITNESS WHEREOF, this Agreement has been executed by all parties hereto on the dates set forth below:

COASTAL CONSTRUCTION SOLUTIONS, INC.

By: \_\_\_\_\_  
Authorized Agent Date

OWNER:

By: \_\_\_\_\_  
Signature Date

**EXHIBIT A**

Item	Unit	Qty	Unit Price	Total
Exterior paint of School Building	SF	26000	\$ 2.60	\$ 67,600.00
<b>TOTAL</b>				<b>\$ 67,600.00</b>

\_\_\_\_\_  
Initials

Initials

**NOTES:**

- If any damaged stucco needs to be repair the unit price will be \$ 16.00 per SF.
- I/We hereby agree and acknowledge that the above costs approximately represent all costs to complete improvements on the above referenced property. This document only shows the cost breakdown of the estimated remediation & restoration project and it is not in any way an accurate representation of the conditions on the job site. Owner to be informed unforeseen tasks and circumstances requiring attention may arise during the completion of the project.
- All and any additional charges shall take effect by the specified unit price chart and will be verified by Property Manager as to the area of repair and if it is approved or not. No work will be done without the consent of these two parties. Any change orders will be approved by the owner and be agreed to by both parties in writing.

**EXHIBIT B**

### **SCOPE OF WORK**

1. Pressure clean exterior surfaces of the building. (Use a 0 degree turbo nozzle to remove peeling paint).
2. Apply one coat of Benjamin Moore Masonry Conditioner (066-01).

3. Apply one coat of Ultra Spec Satin Exterior (n448) on all exterior stucco, bands, overhangs, parapet walls and previously painted surfaces.

### **EXHIBIT C**

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3. Contractor may at its discretion engage sub-contractors to perform work hereunder, provided Contractor shall fully pay said sub-contractor and in all instances remain responsible for the proper completion of this Contract.
4. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
5. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become part of the contract.
6. Contractor warrants it is adequately insured for injury to its employees and

- others incurring loss or injury as a result of the acts of Contractor or its employees or sub-contractors.
7. Contractor shall obtain all permits necessary for the work to be performed and the cost will be the responsibility of the owner.
  8. Contractor agrees to remove all debris and leave the premises in broom-clean condition.
  9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
  10. All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association.
  11. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of god or general unavailability of materials.
  12. Changes in the work specifications, including material upgrades, are subject to the contractor's written acceptance, and additional charges are payable in full at the time of the request.
  13. The owner will submit all material and color selections by the date the contract is signed, including an alternate choice for each item. Except by prior agreement, all selections will be standard materials available from local sources.
  14. All labor and material for work covered by this contract shall not apply if final payment is not received in accordance with the terms of this agreement.
  15. Contractor is responsible for all equipment and materials delivered to the site.
  16. Fire and extended coverage including all risk builder insurance will be maintained by the owner and will cover materials on site as well as completed construction.
  17. Any claim for damages after an inspection has been done will be addressed by Contractor accordingly but under no circumstances will the existence of such a claim delay payment of monies otherwise due.
  18. The owner appoints the association manager to inspect and approve work on the owner's behalf; inspections will be made in a timely manner upon the contractor's request.
  19. This agreement is based on using existing access to the work area. Unless otherwise specified, no cost have been included for repair to access areas such as driveways, walks, shrubs, trees, lawns or entries. The contractor will use normal care and procedures in moving and storing materials.
  20. Owner is responsible for Electricity and Water needed on the job site.
  21. City permits runner up fee of \$350.00
  22. Coastal Construction Solutions, Inc. reserves the right to amend this proposal based on reviewing the architectural plans and engineering specifications, once the applicable governing authorities approves them.
  23. If owner acquires the services of a consulting firm without notifying Coastal at the time of contract signature any change of schedule or work has to be agreed upon by all parties and compensated by the owner to Coastal on an hourly basis. The payment agreement shall be negotiated accordingly and outside this contract. If consultant provides recommendations on labor, products, schedules, tasks or similar and causes the work to be delayed or



failure occurs then owner shall bear the financial responsibility to remedy such delay or failure. Consultant shall exercise his duties without interfering with Coastal work force on site and all recommendations, suggestions, advice, propositions or ideas shall be made in writing on a corporate level to Coastal.

1. Owner has three days following job completion to identify areas for rectification. These issues must be in line with the original contract and change orders and will be there and rectified by Coastal. Coastal will therefore consider the job completed and issue the final invoice accordingly. If the owner identify issues after the three day period, these will not be considered to be issues requiring rectification by Coastal and delay in payment will be subject to interest payment based on Florida law at 18% per annum and potential legal remedy.
24. Interest shall accrue on any unpaid balance two weeks after final walkthrough and certificate of completion of the job signed by owner at 1.5 percent per month or at the maximum legal rate permitted by law. If legal proceedings are required to collect an unpaid balance, all cost including actual attorney's fees shall be added to the unpaid balance.
25. The Contractor agrees to submit certificates of insurance covering liability property damage and worker's compensation coverage, which shall be kept in force during the entire course of the work. Contractor, during the term of this agreement shall obtain and maintain policies of insurance, in which the Association shall be named as an insured, in the form of coverage's as indicated. Policy of comprehensive public liability insurance, which shall include completed operations hazards, with limits not less than one million (\$1,000,000) dollars for damages incurred by the person for any one occurrence, and not less than two million (\$2,000,000) dollars for damages incurred or claimed for and one occurrence, and not for less than one million (\$1,000,000) dollars for property damage per occurrence. Workers compensation insurance in limits required by statute. Owned or non-owned auto liability with limits set forth herein. Copies of the certificates of insurance for each of the policies listed above shall be furnished to the association board prior to the commencement of the work to be performed by contractor pursuant to this agreement. No policy of the insurance as required herein shall be replaced or canceled without 30 day prior written notice thereof to be sent to the association.
26. Unless stipulated otherwise, owner shall be responsible to provide upon request any up to date Survey's that may be required.
27. Unless stipulated otherwise any Architectural Plans, Drawings, Engineering Specifications, Seals or any other documentation that may be required to obtain necessary permits involving third party contractors and their fees may not be included in this contract and should be addressed separately.
28. Any existing code violation amendment is not cover by this proposal and will constitute another job.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A

RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

1.

LICENSE



4440 PGA Boulevard,  
Suite 600 Palm Beach  
Gardens, FL 33410

INSURED

Phone (561) 337-2943

Fax (866) 542-7737

---

We specialize in Homeowners Associations, Construction Defect  
Solutions, and Construction Management & Emergency  
Restoration.

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### Reference List

- **MONTEVERDE** - (Two-Six story Buildings ,Total Units: 223)  
1605 Renaissance Commons Blvd. Boynton Beach, FL 33426  
Mrs. Marisa Lazeru (561)737 - 6825
- **HARBOR LAKES** – (37 buildings)  
2813 South West 127th Way Miramar, FL 33027  
Ms. Angelica Camacho (305)401-6724
- **HILLSBORO LIGHT TOWERS** – (Fifteen floors high-rise condominium, Total Units:78)  
2639 N. Riverside Dr. Pompano Beach, FL 33062  
Mrs. Michele Greene (954) 325 – 7885
- **COASTAL TOWERS** –  
(Sixteen story high-rise condominium, Total Units: 424)  
400 Kings Point Dr. Sunny Isles Beach, FL 33160  
Mr. William Vega (305) 945 – 6326
- **LUDLUM CONDOMINIUM** – (7 buildings)  
7006-7128 NW 169th St. Hialeah, FL 33090  
Evelyn Gonzalez (305) 904- 7654
- **CENTURY VILLAGE** – (Condos five plus story communities)  
250 Century Blvd. Deerfield Beach, FL 33442  
Mrs. Gloria Fuentes (888) 828 – 6464
- **FAIRWAYS AT BOCA CLUB** – (13 buildings)  
17801 Boca Club Blvd. Boca Raton FL, 33487  
Meredith Rubin (561) 398 – 1733
- **APRIL BREEZE** - (Four story condo, Total Units:56)  
1333 E Hallandale Beach, FL 33009  
Fernando Pingue (905) 323 - 5002
- **LAKE DELRAY APARTMENTS** – (Three story condo, Total Units:404)  
700 Lindell Blvd. Delray Beach, FL 33444  
Mr. Craig Kaitin (561) 278 – 6255
- **WILSHIRE HOUSE** – (Seven story condo, Total Units:25)  
2909 S. Ocean Blvd. Highland Beach, FL 33487  
Mr. Michael Mlayess (561) 265 – 3272
- **MERRICK PRESERVE** – (21 buildings)  
Merrick Lane Margate, FL 33063  
Mr. Westley Taylor (954) 825 – 0438

- **DEAUVILLE VILLAGE** – (33 buildings)  
6575 South Oriole Blvd. Delray Beach, FL 33446  
Mr. Michael Shegota (561) 276 – 0255
- **ASSOCIATED PROPERTY MANAGEMENT OF THE PALM BEACHES, INC.**  
(Several Condominiums) Bonnie Platti (561) 588 - 7210 Ext. 216
- **BEACON HILL** – (Two story townhomes ,Total units: 20)  
8935 NW 23<sup>rd</sup> St. Coral Springs, FL 33065  
Mr. Mike Angelo (954) 227-9556
- **BELFORT "O"** – (Four story condo, Total units:12 )  
9629 N Belfort Cir. Tamarac, FL 33321  
Ms. Nury Vazquez (954) 718-9903
- **BOCA MAR CONDOMINIUM ASSOCIATION** – (Six story condo, Total units:38)  
310 S Ocean Blvd, Boca Raton FL 33432  
Ms. Joan P. Camisa (516) 448 – 5091
- **BOCA VERDE** – (Tree story condo, Total units:48)  
400 NE 20<sup>th</sup> St. Boca Raton, FL 33432  
Mr. Angelo Cozza (561) 789-8128
- **BLUE CREST MANAGENET** - (Several Condominiums)  
Mrs. Denise Esposito (954) 745 – 0899
- **CONSOLIDATED COMMUNITY MANAGEMENT** -(Several Condominiums)  
Ms. Nury Vazquez (954) 718 – 9903
- **EMBASSY COURTS** – (Two story townhomes, Total units:218)  
11171 Chandler Dr. Hollywood, FL 33026  
Mrs. Robin Morganstine (954) 450 – 9400
- **FAIRWAYS OF SUNRISE** – (Two story townhomes, Total units:126 )  
8029 NW 28th Pl, Sunrise, FL 33322  
Mr. Ron D'Orio (954) 745-1171
- **FIRST SERVICE** (Several Condominiums)  
Ms. Bonny Morgan (561) 575 – 3551
- **GEMINI CLUB** – ( Twelve story high-rise condominium, Total units:198)  
336 Golfview Rd, North Palm Beach, FL 33408  
Ms. Nicole Montalvo (561) 222 – 3948
- **GOLDEN RAIN TREE** – (Two story townhomes, Total units:56)  
2551-2659 Nw 42<sup>nd</sup> Avenue, Coconut creek, FL 33066  
Mrs. Beth Falikowski (954) 980 – 2904




- **GRANDVIEW AT CRESTWOOD CONDOMINIUM** - (Two story townhomes,  
Total units:290)  
200 Crestwood Court Royal Palm Beach, FL 33411  
Mr. Don Roberts (561) 964 -1550
- **HALF MOON BAY** – (Four story condo)  
7070 Half Moon Cir. Hypoluxo, FL 33462  
Mr. Dick Roney (561) 585 – 9221

## License


### General Contractor License

RICK SCOTT, GOVERNOR	KEN LAWSON, SECRETARY					
<b>STATE OF FLORIDA</b> <b>DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION</b> <b>CONSTRUCTION INDUSTRY LICENSING BOARD</b>						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>LICENSE NUMBER</b></td> <td></td> </tr> <tr> <td>CGC1515585</td> <td></td> </tr> </table>			<b>LICENSE NUMBER</b>		CGC1515585	
<b>LICENSE NUMBER</b>						
CGC1515585						
<p>The GENERAL CONTRACTOR          Named below IS CERTIFIED          Under the provisions of Chapter 489 FS.          Expiration date: AUG 31, 2018</p>						
<p>CHAVEZ, ERNESTO JOEL          COASTAL CONSTRUCTION SOLUTIONS, INC.          67 WARCH DR          LAKE WORTH FL 33467</p>						
ISSUED: 06/28/2016	DISPLAY AS REQUIRED BY LAW	SEQ # L1606280000578				

Initials

 <b>ANNE M. GANNON</b> CONSTITUTIONAL TAX COLLECTOR <i>Serving Palm Beach County</i> <b>Serving you.</b>		P.O. Box 3353, West Palm Beach, FL 33402-3353 www.pbctax.com Tel: (561) 355-2264		<b>**LOCATED AT**</b> 3070 South JOG RD GREENACRES, FL 33467	
TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	CHAVEZ ERNESTO J	CGC1515585	816.497563 - 08/10/16	\$27.50	B40167491



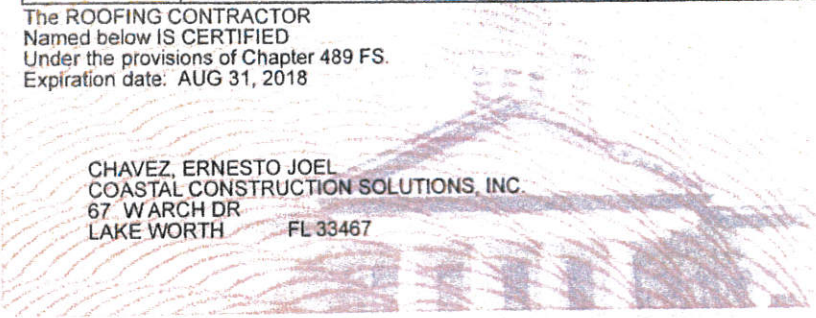
This document is valid only when receipted by the Tax Collector's Office.

COASTAL CONSTRUCTION SOLUTION INC  
 COASTAL CONSTRUCTION SOLUTION INC  
 3070 S JOG RD  
 GREENACRES, FL 33467  


**STATE OF FLORIDA**  
**PALM BEACH COUNTY**  
**2016/2017 LOCAL BUSINESS TAX RECEIPT**  
**LBTR Number: 201363771**  
**EXPIRES: SEPTEMBER 30, 2017**

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.

## Roof License

RICK SCOTT, GOVERNOR		KEN LAWSON, SECRETARY	
<b>STATE OF FLORIDA</b> <b>DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION</b> <b>CONSTRUCTION INDUSTRY LICENSING BOARD</b>			
<b>LICENSE NUMBER</b> CCC1330271			
The ROOFING CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2018			
CHAVEZ, ERNESTO JOEL COASTAL CONSTRUCTION SOLUTIONS, INC. 67 WARCH DR LAKE WORTH FL 33467			
			
ISSUED: 06/28/2016	DISPLAY AS REQUIRED BY LAW	SEQ # L1606280000521	

Initials

Initials





**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\*\***

3070 South JOG RD  
GREENACRES, FL 33467

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0081 ROOFING CONTRACTOR	CHAVEZ ERNESTO J	CCC1330271	B16-497570 - 08/10/16	\$27.50	B40171635

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

**STATE OF FLORIDA  
PALM BEACH COUNTY  
2016/2017 LOCAL BUSINESS TAX RECEIPT**

B2 - 1090

COASTAL CONSTRUCTION SOLUTION INC  
COASTAL CONSTRUCTION SOLUTION INC  
3070 S JOG RD  
GREENACRES, FL 33467



**LBTR Number: 201469781  
EXPIRES: SEPTEMBER 30, 2017**

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.

## Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/15/2016

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

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

**PRODUCER**  
M.M.G Insurance Agency, Inc  
1153 Royal Palm Beach Blvd  
Royal Palm Beach, FL 33411  
Phone (561)640-0644 Fax (561)640-0662

**CONTACT**  
NAME: Maria P McPeck  
PHONE (A/C, No, Ext): (561)640-0644 FAX (A/C, No): (561)640-0662  
E-MAIL: MGInsurance@mginsacompany.com  
ADDRESS:

**INSURED**  
Coastal Construction Solutions Inc  
3070 S Jog Road  
Greenacres FL 33467

**INSURER(S) AFFORDING COVERAGE**

INSURER	NAIC #
INSURER A: Burns & Wilcox / Evanston Insurance Company	
INSURER B:	
INSURER C: Burns & Wilcox / Evanston Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					
A		Y	N 3EA1266	08/02/2016	08/02/2017	
	GEN'L AGGREGATE LIMIT APPLIES PER					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC					
	<input type="checkbox"/> OTHER					
	<b>AUTOMOBILE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> OWNED	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> AUTOS ONLY	<input type="checkbox"/> NON-OWNED				
	<input type="checkbox"/> HIRED	<input type="checkbox"/> AUTOS ONLY				
	<input type="checkbox"/> AUTOS ONLY					
						SACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (R.R. occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/PROP AGG \$ 2,000,000
						\$
						COMBINED SINGLE LIMIT (Per accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/16/2016

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

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

PRODUCER: MMG INSURANCE AGENCY INC 1153 ROYAL PALM BEACH BLVD  WEST PALM BEACH FL 33411	CONTACT NAME: MARIA P. MCPECK PHONE (A/C, No, Ext): 5616400844 E-MAIL: MGINSURANCE@MGINSCOMPANY.COM ADDRESS:  INSURER(S) AFFORDING COVERAGE NAME S
INSURED: COASTAL CONSTRUCTION SOLUTIONS INC & 3070 JOG RD GREENACRES FL 33463 FEIN: 482330105	INSURER A: FWCJJA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES** CERTIFICATE NUMBER: 1608160138 REVISION NUMBER:  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFFECT DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<input type="checkbox"/>	GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR					MED. EXP. (Any one person) \$
						PERSONAL & ADJ. INJURY \$
<input type="checkbox"/>	GENERAL AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROCL <input type="checkbox"/> SECT <input type="checkbox"/> LOC					PRODUCTS - COMBOP AGG \$
						\$
						\$
<input type="checkbox"/>	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO					LIAB. INSURED \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per occurrence) \$
						\$



CGC1515094

# Mario's Painting

## Restoration & Waterproofing



**HISTORIC BOYNTON BEACH HIGH SCHOOL**  
**114 E OCEAN AVE.**  
**BOYNTON BEACH FL 33435**

**PREPARED FOR:**  
**BRIAN PERRAULT**  
**STRATICON**

**PRESENTED BY:**



**OCTOBER 11, 2017**



October 11, 2017

Mr. Brian Perrault  
Project Executive  
Straticon  
1550 Southern Blvd., Suite 250  
West Palm Beach, FL 33406  
brian.perrault@straticon.com  
561-204-3417

**RE: BOYNTON BEACH HIGH SCHOOL**

Dear Brian,

Thank you for the opportunity to bid the project located at **"114 E OCEAN AVE. BOYNTON BEACH, FL 33435"**. We have been in business since 1995 and Mario's Painting delivers the highest quality residential and commercial finishes using superior products backed by our professional and courteous service.

Mario's Painting of South Florida, Inc. hereby submits the estimates to paint and/or improve the exterior at the property mentioned above on **ONE (1) TWO-STORY BUILDING - RENOVATION** according to **SHERWIN WILLIAMS** specification. We at Mario's Painting will furnish the necessary labor, material, equipment and insurance to perform the work as outlined in our Scope of Work.

Please let us know if there is any other information needed to assist you with your decision. Again, thank you and we look forward to working with you in the near future.

Sincerely,

*Brian McDonald*

Regional Account Manager  
[Brian@gomarios.com](mailto:Brian@gomarios.com)



# Mario's Painting

## Restoration & Waterproofing

CGC1515094

### PAINTING CONTRACT

4533 Kelmar Drive  
West Palm Beach, FL 33415  
561-968-6834 | 561-968-6436

**1. THIS AGREEMENT:** Hereinafter called "Agreement" or "Contract" is made and entered into on **OCTOBER 11, 2017**, by and between **STRATICON, LLC** (hereinafter "Owner") whose address is **1550 SOUTHERN BLVD., SUITE 250 WEST PALM BEACH, FL 33406**, (hereinafter "Mario's Painting" or "Contractor") State License Number CGC1515094, whose address is 4533 Kelmar Drive, West Palm Beach, FL 33415.

**2. PAYMENT** For all services performed by contractor, Owner will pay Contractor the specific price of **\$ 109,065.00**. A Deposit in the amount of **10%** is due and payable prior to mobilization. For the balance of the contract price Contractor will submit to Owner periodic applications for payment of progress draws showing the percentage of completion of the various portions of the work according to a payment schedule supplied by Contractor and agreed by the Owner. Within ten (10) days of delivery of any such draw request, Owner will pay Contractor one hundred percent (100%) of the value of the work completed and materials suitably stored at the site during the period covered in the draw of the request. Payments not timely made shall accrue interest at the rate of 18% per annum until fully paid.

**A. CONTRACT PRICE AND PAYMENTS AS FOLLOWS:**

FINANCIAL PAYMENTS AS FOLLOWS:		\$ 109,065.00
DOWN PAYMENT:	10% UPON SIGNING CONTRACT	\$ 10,906.50
SECOND PAYMENT:	UPON 50% COMPLETION OF PROJECT	\$ 49,079.25
FINAL PAYMENT:	UPON 100% COMPLETION OF PROJECT	\$ 49,079.25

**3. SCOPE OF WORK:** Mario's Painting shall be responsible to furnish all labor, materials and equipment necessary to complete the painting of **ONE (1) TWO-STORY BUILDING -RENOVATION.**

**EXTERIOR**

- Chemical clean areas to be painted
- Pressure wash exterior surfaces utilizing turbo tip to remove surface contaminants
- Scrape peeling paint surfaces
- Seal exterior surfaces to be painted
- Caulk windows and doorframes
- Paint exterior walls including; painting of previously painted medallions, monuments, archways and vestibules

Breakdown:

Power washing/Stripping (Prep)- \$ 44,940.00

Painting- \$ 57,420.00

**TOTAL COST - \$ 102,360.00**

**INTERIOR**

- Pressure wash, clean & paint interior walls, ceiling & floors

**TOTAL COST - \$ 6,705.00**

**EXCLUDED:**

- Any other areas not mentioned above.



# Mario's Painting

## Restoration & Waterproofing

### PAINTING CONTRACT

4533 Kelmar Drive  
West Palm Beach, FL 33415  
561-968-6834 | 561-968-6436

#### 4. START DATE AND TIME FOR COMPLETION OF WORK:

Projected start **DATE** \_\_\_\_\_, **2017** weather permitting (written by signee).  
Estimated completion for this project will take approximately **12-15** weeks weather permitting.  
Contractor will commence work and shall use its best efforts to complete the work in a timely manner  
subject to permissible delays. However, no damages for delays in the completion of the work shall  
exist in favor of Owner.

#### **STRATICON, LLC**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

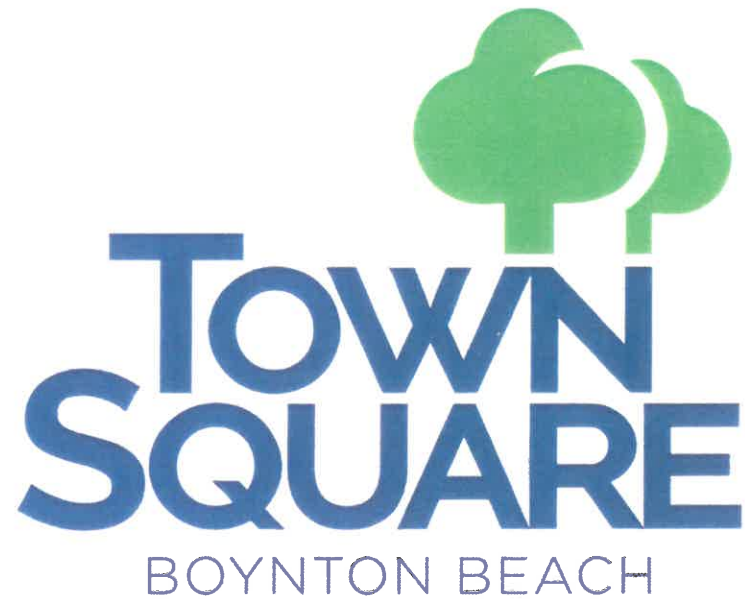
TITLE: \_\_\_\_\_

#### **MARIO'S PAINTING OF SOUTH FLORIDA, INC.**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_



**Bringing  
Community  
Together**

## **Phase II - Construction**

March 13, 2018



# DEVELOPMENT TEAM

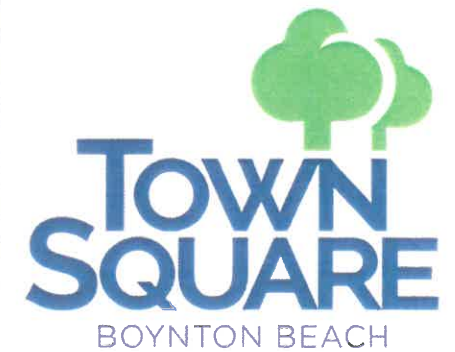
- City of Boynton Beach
- Boynton Beach Community Redevelopment Agency
- E2L Real Estate Solutions / CFB Boynton Beach Town Square, LLC
- Atwater/Piper Jaffray
- ADG Architects
- HJ High Construction
- REG Architects
- Straticon, Inc.
- Baker Barios Architects
- Haskell Construction
- Kimley Horn Engineers
- JKM Developers/Blackrock
- Finfrock Industries

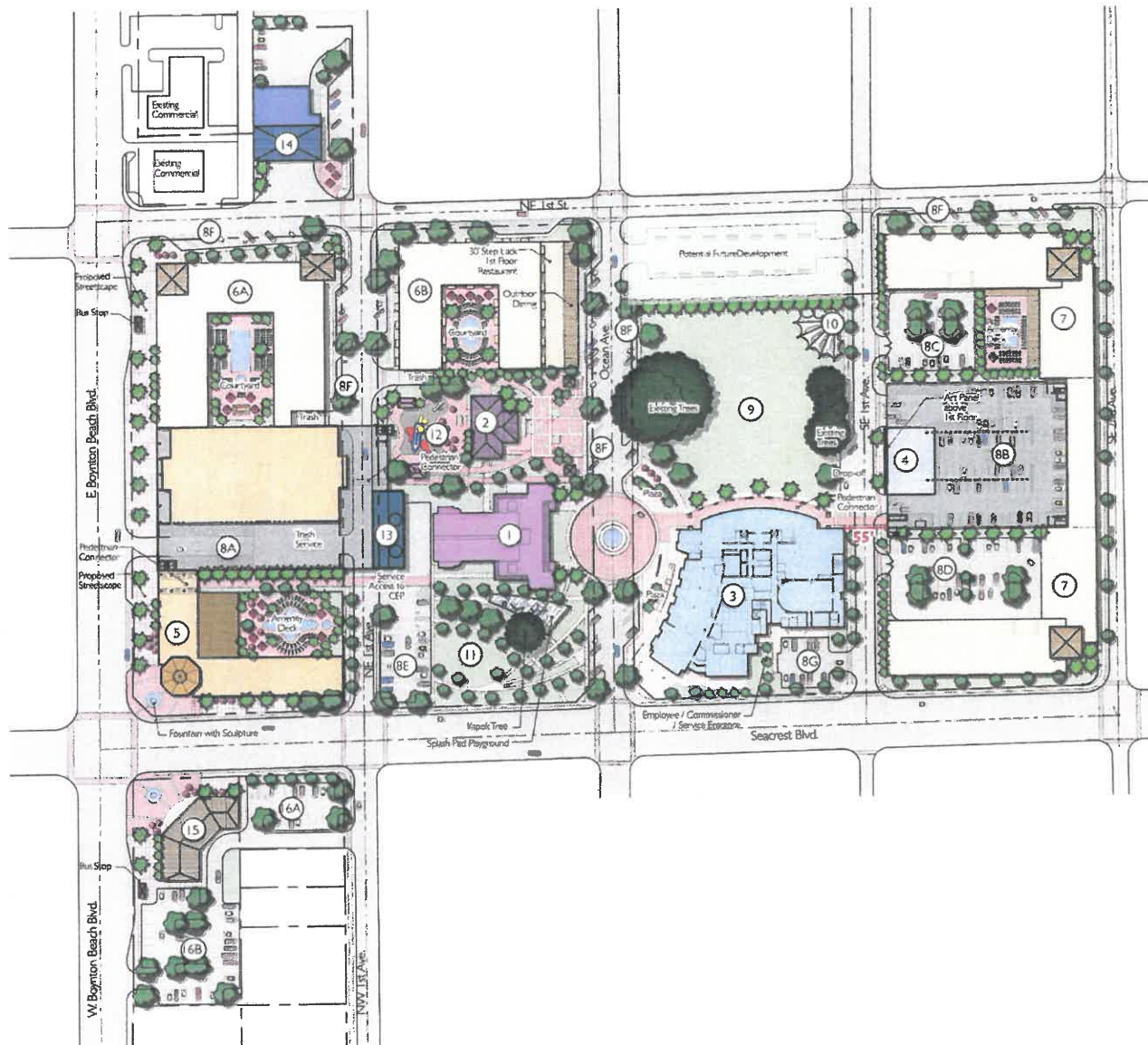




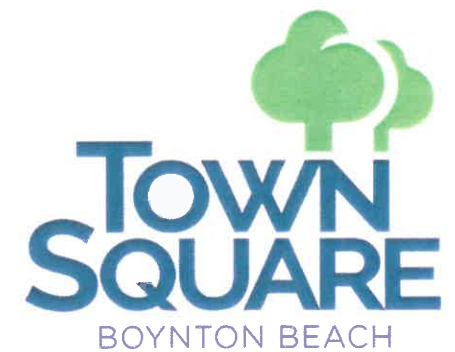


## Existing Site Conditions





# Proposed Public / Private Master Plan



#### LEGEND: TOWN SQUARE REDEVELOPMENT

- 1 Renovated Historic High School
- 2 Existing Historic Children's Museum
- 3 New City Hall & Library
- 4 Town Center Support Space
- 5 Hotel with Ground Floor Retail
- 6A Residential Apartments (8 stories)  
- Ground Floor Office
- 6B Residential Apartments (6 stories)  
- Ground Floor Restaurant on Ocean Ave.
- 7 Residential Apartments (3 stories)
- 8 Parking
  - 8A Garage A: 1101 spaces (6 stories)
  - 8B Garage B: 810 spaces (6 stories)
  - 8C Surface Lot: 25 spaces
  - 8D Surface Lot: 63 spaces
  - 8E Surface Lot: 25 spaces
  - 8F On Street Parking: 84 spaces
  - 8G Surface Lot: 12 spaces
- 9 New City Commons Park
- 10 New Amphitheater
- 11 New Kipok Park with Splash Pad Playground
- 12 Renovated Kids Kingdom Playground
- 13 New Central Energy Plant
- 14 New Fire Station

**1. Historic High School / Cultural Center**

500 SF Restaurant Space  
500 Seat Auditorium

**3. City Center (City Hall/Library)**

3,600 SF Business Incubator Space  
5,000 SF Café/Lobby/Meeting Space

**5. Hotel**

120 Rooms  
15,000 SF Office/Retail Space

**6A&B. Residential/Commercial Structures**

320 Residential Units  
13,800 SF Restaurant Space  
15,000 SF Office/Retail Space

**7. Residential Apartments**

280 Residential Units

**8A. Parking Garage**

991 Total Spaces  
101 City Spaces

**8B. Parking Garage**

918 Total Spaces  
364 City Spaces

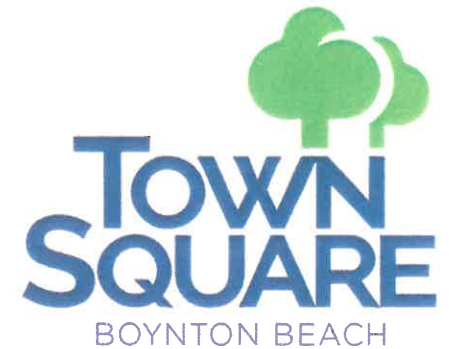
**15. Office/Retail**

30,000 SF with surface parking

#### LEGEND: ADJACENT COMMERCIAL PARCEL

- 15 Office with Ground Floor Retail
- 16 Parking
  - 16A Surface Lot: 20 spaces
  - 16B Surface Lot: 46 spaces

## Public Buildings and Current Private Development Details





**Site Area:**

**16.5 Acres**

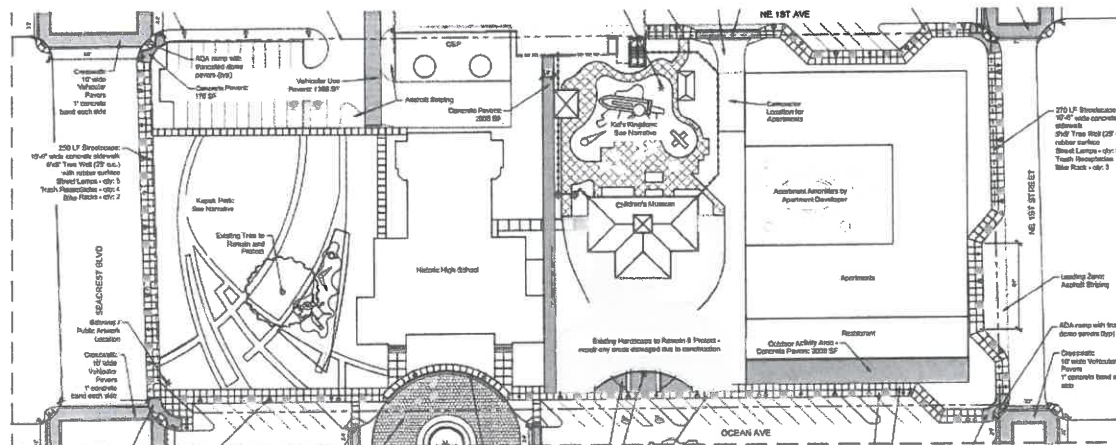
**Proposed Improvements:**

**Full underground utilities and telecommunication infrastructure, new roadways, hardscape, landscape, lighting and pedestrian access.**

**Current Construction Costs: Site Work / \$10,574,480**

**Utilities / \$3,073,572**

**Demolition / \$2,040,203**



## Site Work and Utilities





## **Boynton Beach Cultural Center**

<b>Building Square Footage:</b>	<b>28,402 SF</b>
<b>Building Construction:</b>	<b>Masonry/stucco with wood roofing system and steel trusses in auditorium</b>
<b>Proposed Use:</b>	<b>Recreation and Civic functions, Rental for private functions and potential café</b>
<b>Current Construction Costs:</b>	<b>\$11,068,818</b>





## City Hall / Library

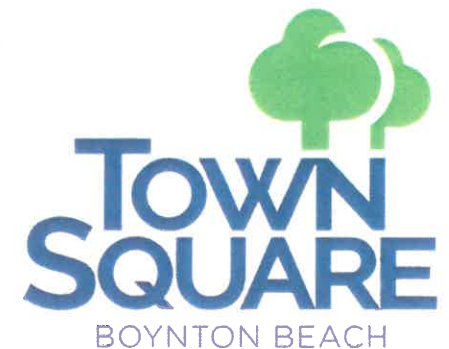
<b>Building Square Footage:</b>	<b>109,255 SF</b>
<b>Building Construction:</b>	<b>Tilt-wall, Steel Structure with masonry/glass exterior</b>
<b>Proposed Use:</b>	<b>City Services, Operations, Administration and Library Services</b>
<b>Current Construction Costs:</b>	<b>\$26,980,747</b>





## Fire Station #1

<b>Building Square Footage:</b>	<b>11,235 SF</b>
<b>Building Construction:</b>	<b>Masonry/stucco with steel truss roofing and apparatus bays</b>
<b>Proposed Use:</b>	<b>Fire Station #1 staff and equipment and special event public safety</b>
<b>Current Construction Costs:</b>	<b>\$4,804,693</b>



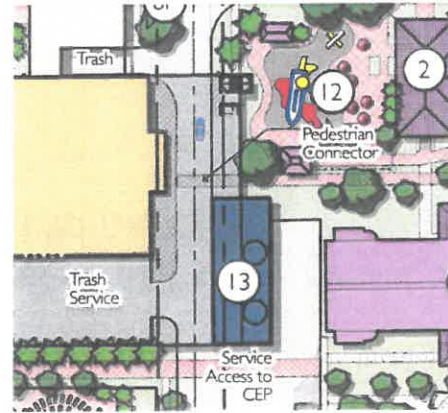




## **Police Headquarters**

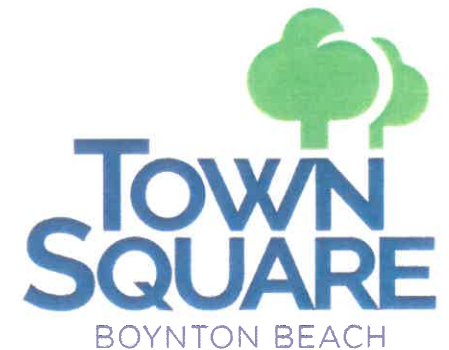
<b>Building Square Footage:</b>	<b>58,234 SF</b>
<b>Building Construction:</b>	<b>Tilt-wall, Steel Structure with masonry/glass exterior</b>
<b>Proposed Use:</b>	<b>Boynton Beach Police Department</b>
<b>Current Construction Costs:</b>	<b>\$19,203,175</b>

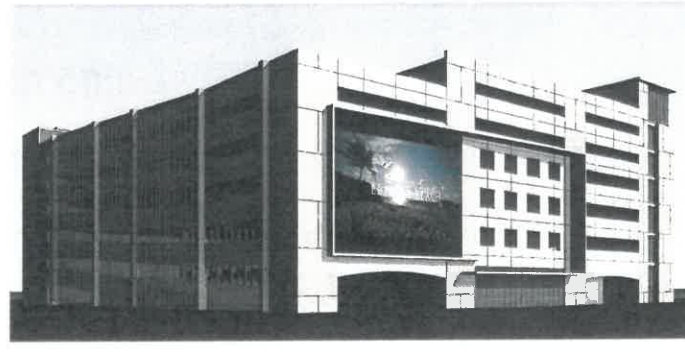
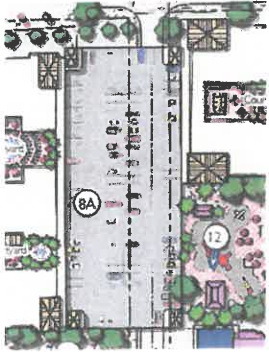




## District Energy Plant

<b>Plant Size:</b>	<b>2,700 ton plant</b>
<b>Building Construction:</b>	<b>Tilt-wall, Steel Structure with masonry exterior including sound attenuation panels for cooling towers</b>
<b>Proposed Use:</b>	<b>Chilled water supply to all buildings</b>
<b>Current Construction Costs:</b>	<b>\$11,500,000</b>





## Parking Garages

Shared parking with private development

**Structures and Spaces:**

**South / 364 City Spaces, North / 101 City Spaces**

**Building Construction:**

**Pre-cast concrete**

**Proposed City Use:**

**Public, City Staff, and Public restroom facility adjacent to park.**

**City Capital Costs:**

**\$10,284,618**



**Notes:**

The final design and permitting is scheduled for completion in July 2018

Demolition starting in July 2018

Utility construction starting in June 2018

Construction Component	Completion Date
Mobilization	7/1/2018
Demolition	7/1/2018
High School Renovation	11/18/2018
District Energy Plant	2/15/2019
Garage B - South	7/24/2019
Fire Station #1	7/28/2019
City Hall / Library	9/5/2019
Garage A - North	10/27/2019
Police Headquarters	11/22/2019
South Block Residential	2/20/2020
Hotel & Parking	4/17/2020
North Block Res/Comm	4/17/2020
Ocean Ave Res/Comm	12/3/2020

**Current  
Project  
Schedule**



CITY BUILDING/SITE		FUNDING SOURCE
City Hall/Library	26,980,747	
Building Demolitions	2,040,203	
Site Infrastructure	10,574,480	
Police Building	19,203,175	
Fire Station #1	4,804,693	
Bond/CFP costs	2,348,660	
Developer Costs	6,003,922	
Land lease payment	2,000,000	
Contingency	2,161,964	
<b>Sub Total</b>	<b>76,117,844</b>	Bond Issue
<b>Site Utilities</b>	<b>3,073,572</b>	Utilities CIP-Current Budget
<b>District Energy</b>	<b>11,500,000</b>	City financing-Utility Bank Loan
<b>High School</b>	<b>11,068,818</b>	City/CRA/New Mkt Tax credit/loan
<b>Parking</b>	<b>10,284,618</b>	
Furniture	3,000,000	
Interim Move costs	3,287,500	
<b>Sub Total</b>	<b>6,287,500</b>	
<b>Total Project Costs</b>	<b>118,332,352</b>	

## Overall Project Cost





CFP will complete a Bond issue not to exceed \$78,000,000

- Issue: May 2018
- Final maturity: May 2044

The City's annual lease payment is \$4.4M - \$5.1M with funding from the City and CRA.

### **CITY BUILDING/SITE**

City Hall/Library	26,980,747
Building Demolitions	2,040,203
Site Infrastructure	10,574,480
Police Building	19,203,175
Fire Station #1	4,804,693
Bond/CFP costs	2,348,660
Development Costs	6,003,922
Land lease payment	2,000,000
Contingency	2,161,964
<b>Sub Total</b>	<b>76,117,844</b>

## **Public Buildings Funding and Payments**





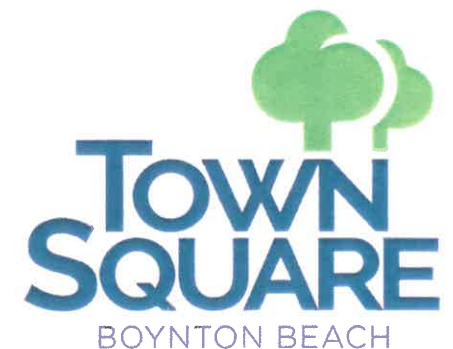
<b>Site Utilities</b>	<b>3,073,572</b>
Financing Costs	514,996
Development Costs	537,460
District Energy	10,447,544
<b>Sub Total</b>	<b>11,500,000</b>

Boynton Beach Utilities capital improvement budget includes funding to upgrade and replace existing utilities within the Town Square boundaries

The City will establish a District Energy Utility to construct and maintain a chilled water plant to supply chilled water for air conditioning for the new structures along with other private development in the area. A Utility Loan will be used for financing and repaid through rates.

As other areas in the City redevelop, the City will have the opportunity to expand the new utility.

## Utility Funding and Payments



Development Costs	537,460
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High School	10,531,358
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<b>Sub Total</b>	<b>11,068,818</b>
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Current Purchase Order	(\$ 3,000,000)
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<u>New Market Tax Credits</u>	<u>( 2,500,000)</u>
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Costs remaining	5,568,818
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(NMTC Loan for 12-18mths)

FY17/18 CRA funding	( 1,600,000)
---------------------	--------------

City FY18/19 Surtax Funds	( 3,000,000)
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<u>CRA FY18/19 funding</u>	<u>( 968,818)</u>
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<b>Balance After Payments</b>	<b>0</b>
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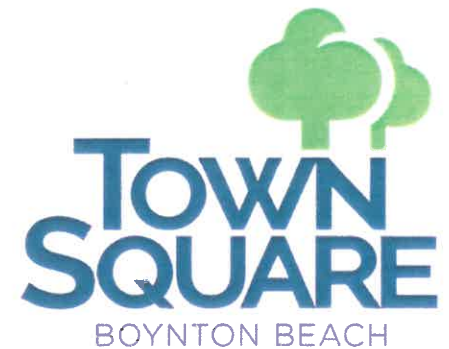
## Historic High School Funding and Payment



Parking Spaces South	7,913,262
Parking Spaces North	2,371,356
<b>Sub Total</b>	<b>10,284,618</b>

Land Value South Garage	( 1,005,558)
Land Value North Garage	( 1,186,592)
Land Value South Residential	( 2,973,750)
Land Value North Residential	( 3,128,750)
<u>Land lease payment</u>	<u>( 1,989,968)</u>
	( 10,284,618)

## City Owned Parking Spaces Funding and Payment



Furniture	3,000,000
Interim Move	3,287,500
<hr/>	
<b>Sub Total</b>	<b>6,287,500</b>

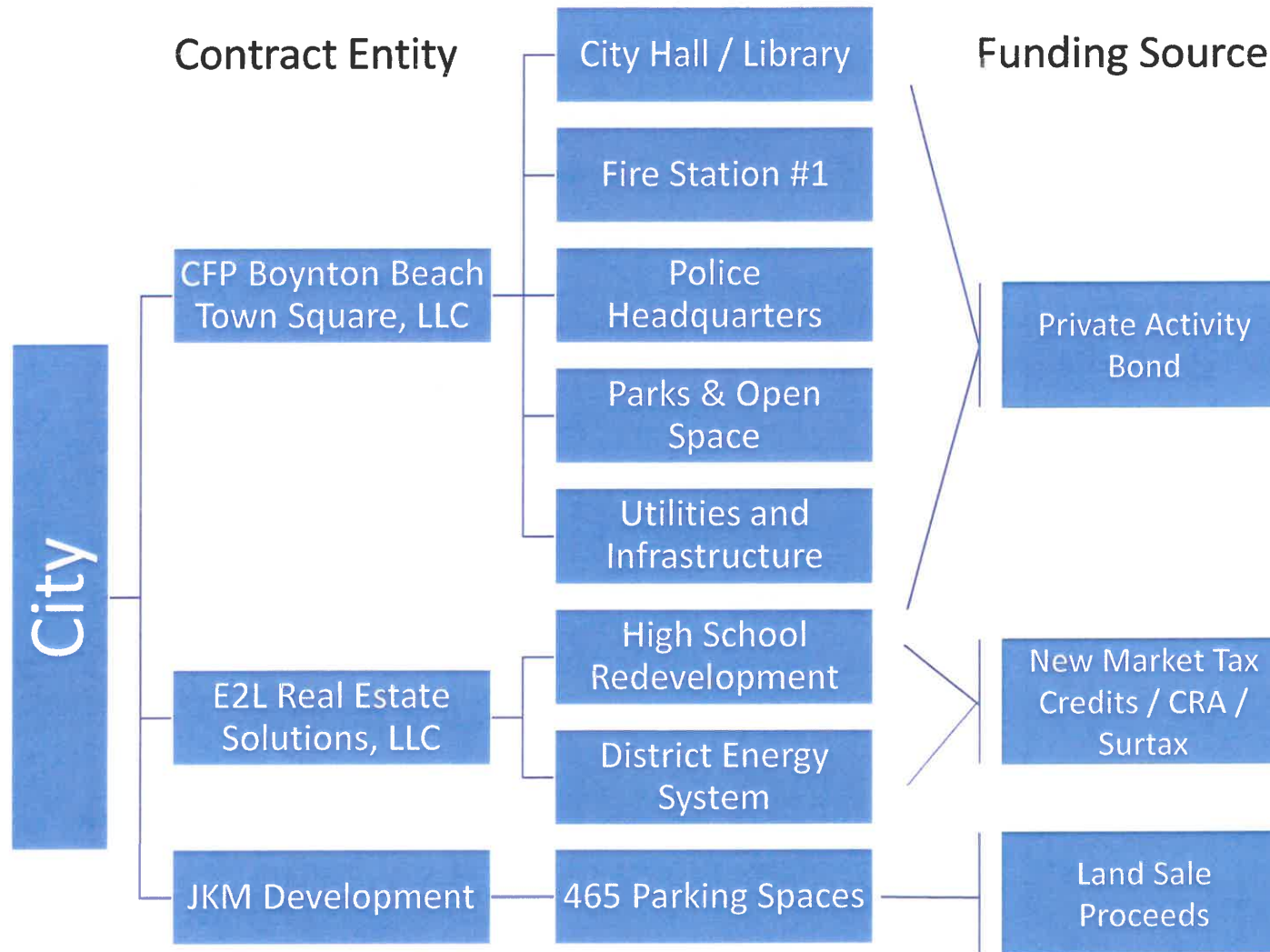
## Additional Costs Funding and Payment

Land Hotel Site	1,750,000	
Project Permit fees	1,500,000	
Initial Move costs	400,000	General Fund

Monthly Rental for Temporary Space for City Hall, Library, Police in General Fund operating budget for 24 months-part of FY17/18, FY 18/19 and part of FY 19/20.







## Contract Structure



## **Required Actions by the CRA Board and City Commission**

- Interlocal Agreement between the CRA and City to fund certain portions of the Town Square Boynton Beach project

## **Required Resolutions by the City Commission**

- Authorizing Resolution #18-xxxxx

**CFP Boynton Beach Town Square, LLC – Development of City/Hall Library, Fire Station #1, Police Headquarters Building, all open space/parks and associated site and road work**

- Master Development Agreement
- Ground Lease Agreement
- Facilities Lease Agreement

**E2L Real Estates Solutions, LLC – Redevelopment of the High School, Construction of the District Energy System and design and construction management services**

- Phase II Services Agreement

**March 13, 2018**

## **Actions**

**Required by  
CRA and City  
Commission**





## **Atwater Infrastructure**

- New Markets Tax Credit (“NMTC”) Consulting Agreement – Funding agreement for the High School Construction

## **Temporary City Space during Construction**

- Four (4) 24 month lease agreements with extensions

## **Private Development – JKM Developers**

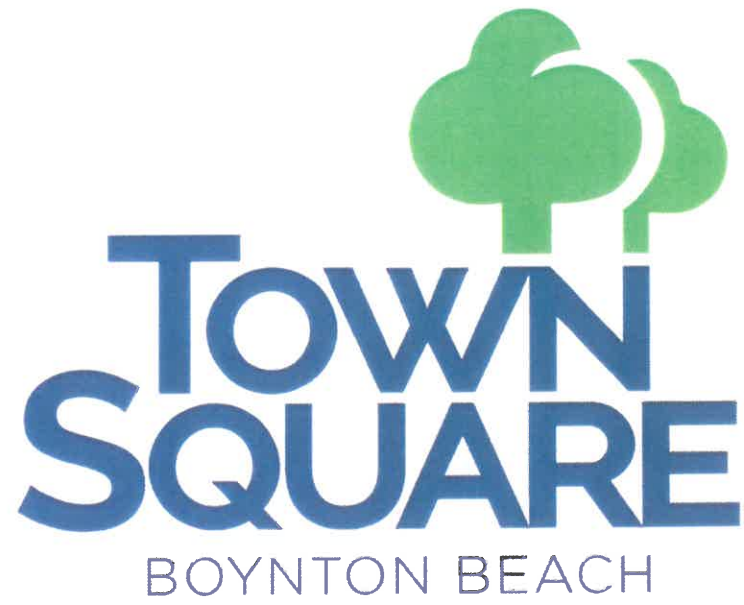
- Three (3) Purchase and Sale Agreements
- Two (2) Parking License Agreements
- Development Agreement

## **Private Development – E2L Real Estate Solutions, LLC**

- Purchase and Sale Agreement
- Development Agreement

**March 13, 2018  
Actions  
Required by  
CRA and City  
Commission**





**QUESTIONS?**



**INTERLOCAL AGREEMENT BETWEEN THE CITY  
OF BOYNTON BEACH AND THE BOYNTON  
BEACH COMMUNITY REDEVELOPMENT  
AGENCY FOR THE FUNDING OF CERTAIN  
PORTIONS OF THE TOWN SQUARE PROJECT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, (“City”), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, (“CRA”) (individually and collectively, the “Party” or “Parties”).

**W I T N E S S E T H:**

**WHEREAS**, the 2016 Boynton Beach Community Redevelopment Plan (“Plan”) calls for the redevelopment of the Cultural District and the Boynton Beach Boulevard District as those Districts are described in the Plan; and

**WHEREAS**, the City and the CRA desire to provide funding for a project known as the Town Square Redevelopment Project (“Project”), which falls within the CRA boundaries, and more specifically, in the Cultural District and the Boynton Beach Boulevard District; and

**WHEREAS**, the City contracted with E2L, LLC for the Project under the “Town Square Project-Phase 1 Services Agreement;” and that is now completed; and

**WHEREAS**, the City has decided to move forward with Town Square-Phase 2, which includes construction and financing of the Project; and

**WHEREAS**, the Project furthers the CRA’s Community Redevelopment Plan (“Plan”) because the Project will help prevent and eliminate slum and blight within the Redevelopment Area, and will provide the opportunity to redevelop the area within the Project (“Project Area”) in accordance with the Plan; and

**WHEREAS**, the CRA is limited by § 163.370(3), Florida Statutes from making certain expenditures; and

**WHEREAS**, the Palm Beach Board of County Commissioners at their January 17, 2018 meeting, approved the City and CRA's request to permit CRA funds to be used for the Project; and

**WHEREAS**, the CRA desires to reimburse the City for certain expenses related to the Project that are not prohibited by the Florida Statutes; and

**WHEREAS**, the CRA Board finds that this Agreement, and the use of the CRA's funds to implement the Project to be consistent with the Plan and Florida Statutes; and

**WHEREAS**, the CRA and the City find that this funding agreement serves a municipal and public purpose, furthers the Plan, and is in the best interest of the health, safety, and welfare of the residents and business owners within the Community Redevelopment Area; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

- 1. Recitals.** The recitals set forth above are hereby incorporated herein.
- 2. Obligations of the CRA.**
  - a.** The CRA shall provide funding to the City in an amount not too exceed \$3,700,000 per fiscal year beginning with FY 2018/19 thru FY 2043/44, consistent with the terms of this Agreement, to be used for reimbursement of certain costs not prohibited by § 163.370(3), Florida Statutes.
  - b.** The CRA's obligation to provide funding to the City is contingent upon

- i. The inclusion of the funding in the CRA's approved Budget for the given fiscal year, and
- ii. The CRA's receipt of sufficient Tax Increment Revenue each fiscal year to fund the Project up to \$3,700,000 in any given fiscal year after all preexisting funding obligations of the CRA are met.

**3. Obligations of the City.**

- a. The City shall ensure funds provided by the CRA are not used for any purposes prohibited by § 163.370(3), Florida Statutes, or otherwise prohibited by law.
- b. The City shall ensure that the Project is designed and constructed in compliance with the Plan.
- c. The City shall be responsible for overseeing the Project and contracting with E2L, LLC and other entities as necessary to effectuate the Project, but shall coordinate with the CRA concerning compliance with the Plan.
- d. Upon request from the CRA, or an authorized agent of the CRA, including the Executive Director and the CRA Attorney, the City shall provide all documents reasonably requested by the CRA or CRA's agent concerning compliance with this Agreement, specifically including any documentation concerning compliance with § 163.370(3), Florida Statutes.

**4. Annual Budget Request.**

- a. As a prerequisite for receiving funding in any given year pursuant to this Agreement, no later than the last day of April every year through



the life of this Agreement, the City shall provide the CRA with an Annual Budget Request.

- b.** Consistent with the terms of this Agreement, the Annual Budget Request shall state the amount of funding the City is requesting the CRA include for the Project in its budget for the subsequent fiscal year.
- c.** The Annual Budget Request shall also include a summary of the portions of the Project for which the funding is requested to ensure CRA funds are not used for any purposes prohibited by § 163.370(3), Florida Statutes, or any other law.
- d.** The first Annual Budget Request shall be due on April 30, 2018, for funds to be include in the CRA's budget for the 2018/2019 fiscal year.
- e.** Upon receipt of the timely submitted Annual Budget Request, the CRA shall include the funding amount requested in its proposed Budget to be considered for approval by the CRA Board.

**5. Reimbursement of Funds**

- a.** The CRA shall disburse funding to the City annually for the reimbursement of direct expenses related to the Project consistent with the Plan and the terms of this Agreement.
- b.** The amount of funding disbursed to the City shall not exceed the amount included for the Project in the CRA's approved Budget for the given fiscal year.
- c.** The City shall provide a written request for reimbursement ("Reimbursement Request") to the CRA no later than September 1<sup>st</sup> of each year, which shall include the following information:

- i. A summary of the status of the Project;
  - ii. A statement and evidence that the Project is in compliance with the Plan.
  - iii. Copies of all invoices, receipts, and any other documentation necessary to evidence the amount and purpose for each payment made by the City for the Project for which the City is seeking reimbursement that year.
- d. Upon receipt of a Request for Reimbursement from the City meeting the requirements of this Agreement, the CRA shall remit funding in the amount requested, consistent with this Agreement, to the City within thirty (30) days of receipt of the Request for Reimbursement.

**6. Limits of CRA Obligations for the Project.** The Parties agree that the CRA shall be responsible to the City for providing reimbursement for eligible expenses for the Project only, and shall not otherwise be responsible for effectuating the Project.

**7. Indemnification.** The City shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment (including equipment installation and removal) of the Project. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the City as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the City to indemnify the CRA

for its own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

**8. Term of the Agreement.** This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and shall terminate on September 30, 2044 (“Termination Date”). The CRA shall not be required to reimburse the City for any requests submitted after the Termination Date. The term of the Agreement may be extended one time for a period of one year and may only be extended upon approval by the CRA Board and upon the appropriation of CRA funds for intended purposes of this Agreement in the subsequent fiscal year’s budget. Such extension is only effective upon the execution of a written amendment signed by both Parties. Nothing in this paragraph shall be construed so as to affect a Party’s right to terminate this Agreement in accordance with other provisions in this Agreement.

**9. Records.** The City and the CRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each Party shall have access to the other Party’s books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least 1 year after the termination of the Agreement.

**10. Filing.** The City shall file this Interlocal Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes

**11. Default.** If either Party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other Party, the Party giving notice of default may terminate this Agreement through written notice to the other Party, and may be entitled, but is not required, to seek specific performance of this Agreement on an expedited basis, as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents of the City and Redevelopment Area. Failure of any Party to exercise its right in the event of any default by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any rights related to the other Party's failure to perform unless such waiver is in writing and signed by both Parties. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity.

**12. No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any rights in any third parties that are not signatories to this Agreement.

**13. Compliance with Laws.** The City and the CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

**14. Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the Parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the

terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

**15. Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be achieved. To that end, this Agreement is declared severable.

**16. Governing Law and Venue.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

**17. No Discrimination.** Parties shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

**18. Notice.** Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice.

CITY: Lori LaVerriere, City Manager  
City of Boynton Beach  
100 E. Boynton Beach Boulevard  
Boynton Beach, FL 33435

CRA: Michael Simon, Executive Director  
Boynton Beach CRA  
710 N. Federal Highway  
Boynton Beach, Florida 33435

Copies To: James A. Cherof  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308

Tara Duhy, Esquire  
Lewis, Longman & Walker, P.A.  
515 North Flagler Drive, Suite 1500  
West Palm Beach, Florida 33401

**19. No Transfer.** The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party.

**20. Interpretation.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties.



**IN WITNESS WHEREOF**, the City and the CRA hereto have executed this Agreement as of the date set forth above.

ATTEST:

CITY OF BOYNTON BEACH,  
a Florida municipal corporation

\_\_\_\_\_  
Judith Pyle, City Clerk

By:\_\_\_\_\_  
Steven B. Grant, Mayor

Approved as to Form:

(SEAL)

\_\_\_\_\_  
Office of the City Attorney

Approved as to Form:

BOYNTON BEACH COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
Office of the CRA Attorney

By:\_\_\_\_\_  
Steven B. Grant, Chair

*EXHIBIT*  
*“A”*

**Anticipated Town Square Funding**

<u>Fiscal Yr</u>	<u>CRA</u>
2018/19	3,700,000
2019/20	3,700,000
2020/21	3,700,000
2021/22	3,550,000
2022/23	3,550,000
2023/24	3,550,000
2024/25	3,550,000
2025/26	3,550,000
2026/27	2,800,000
2027/28	2,800,000
2028/29	2,800,000
2029/30	2,800,000
2030/31	2,800,000
2031/32	2,800,000
2032/33	2,800,000
2033/34	2,800,000
2034/35	2,800,000
2035/36	2,800,000
2036/37	2,800,000
2037/38	2,800,000
2038/39	2,800,000
2039/40	2,800,000
2040/41	2,800,000
2041/42	2,800,000
2042/43	2,800,000
2043/44	2,800,000
2044/45	<u>0</u>
	79,250,000